



# USER TERMS AND CONDITIONS

## 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](http://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 PINATA 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.

## **13A. DATA SECURITY AND BREACH NOTIFICATION**

### **Security Measures.**

Piñata implements and maintains appropriate technical and organizational measures (TOMs) designed to protect your personal information against unauthorized access, disclosure, alteration, loss, or destruction. These measures include, without limitation: (a) encryption of Social Security Numbers and financial account credentials at rest and in transit using industry-standard encryption protocols (AES-256 or equivalent); (b) multi-factor authentication requirements for account access; (c) role-based access controls limiting internal access to personal information to personnel with a legitimate business need; (d) regular penetration testing and vulnerability assessments; (e) SOC 2 Type II-aligned security program; and (f) contractual data security requirements imposed on all subprocessors and third-party service providers who access personal information on Piñata's behalf, consistent with Piñata's obligations under its Data Protection Addendum framework.

### **Subprocessors.**

Piñata engages third-party subprocessors — including payment processors, identity verification vendors, financial data aggregators (including Plaid Technologies, Inc.), credit reporting infrastructure providers, and cloud hosting providers — to assist in delivering the Services. Each subprocessor is required by contract to implement security measures at least as protective as those described herein, to process personal information only for the specified business purpose, and not to sell or share personal information. A current list of Piñata’s material subprocessors is available at [www.pinata.ai/privacy-policy/](http://www.pinata.ai/privacy-policy/).

### **Data Breach Notification.**

In the event of a data breach affecting your personal information, Piñata will: (a) investigate the breach and take all commercially reasonable steps to contain and mitigate its effects; (b) notify you without undue delay, and in any case within the timeframes required by applicable state and federal law (which may be as short as 30 days under California law), if the breach is reasonably likely to result in risk of harm to you; and (c) provide you with information about the nature of the breach, the categories of personal information affected, the steps Piñata is taking, and the steps you can take to protect yourself, including through identity theft protection resources. Where Piñata processes personal information on behalf of a partner property management company under a Data Protection Addendum, Piñata will also notify that company within twenty-four (24) hours of becoming aware of or reasonably suspecting a data breach, consistent with Piñata’s contractual obligations.

### **Your Security Responsibilities.**

You are responsible for maintaining the security of your Piñata account credentials and for notifying Piñata immediately at [security@pinata.ai](mailto:security@pinata.ai) if you become aware of any unauthorized access to or use of your account. Piñata will never ask you to provide your password by email, phone, or through any channel outside of the Piñata platform’s authenticated login flow.

### **Limitation of Liability for Security Incidents.**

Notwithstanding the security measures described above, no security system is impenetrable. Piñata’s liability for data security incidents is subject to the limitations described in Section 21 of these Terms of Service. Nothing in this section is intended to expand Piñata’s liability beyond those limitations.

## **14. PINATA 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. PINATA MARKETPLACE READ THESE TERMS CAREFULLY BEFORE YOU START TO USE OR MAKE ANY PURCHASES THROUGH THE PINATA 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 PINATA 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 PINATA NOR ANY PERSON ASSOCIATED WITH PINATA MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER PINATA NOR ANYONE ASSOCIATED WITH PINATA 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, PINATA 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, PINATA 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. PINATA DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. PINATA 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. PINATA 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, () PINATA 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 PINATA 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 PARTIES; 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 PINATA, 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 (80) 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 Pifiata 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 Pifiata 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 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.

## **25A. REGULATORY COMPLIANCE AND DATA PROTECTION FRAMEWORK**

### **FCRA Compliance.**

Pināta Rent, Inc. is a data furnisher subject to the Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681 et seq., and CFPB Regulation V (12 C.F.R. Part 1022) with respect to its credit reporting services. As a furnisher, Pināta: (a) furnishes only accurate and complete consumer information to consumer reporting agencies; (b) promptly investigates consumer disputes, corrects inaccurate information, and notifies applicable consumer reporting agencies of corrections within the timeframes prescribed by the FCRA; (c) has established and maintains written policies and procedures governing the accuracy and integrity of furnished information consistent with Regulation V §1022.42 and Appendix E thereto; (d) does not furnish information to a consumer reporting agency that Pināta has reasonable cause to believe is inaccurate; and (e) processes consumer reporting agency-initiated disputes through the e-OSCAR automated system. These obligations supplement (and do not replace) the dispute rights described in the “Dispute of Credit Reporting Information by Customer” section of these Terms.

### **Applicable Privacy Laws.**

Pināta’s collection, use, and disclosure of personal information is governed by: the California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA) for California residents; the Gramm-Leach-Bliley Act (GLBA) to the extent applicable to financial information; applicable state data breach notification laws (including California Civil Code §1798.29 and §1798.82); and any other applicable federal or state privacy and data security laws. Pināta’s Privacy Policy (available at [www.pinata.ai/privacy-policy/](http://www.pinata.ai/privacy-policy/)) contains full details of Pināta’s data practices and is incorporated into these Terms by reference.

### **Data Protection Addendum.**

Where Pinãta processes personal information on behalf of a property management company partner pursuant to a Data Protection Addendum (DPA), the DPA governs the parties' respective data protection obligations and takes precedence over these Terms to the extent of any conflict regarding data processing. Pinãta acts as a Processor or Service Provider (as defined in the applicable DPA) with respect to renter personal information disclosed to Pinãta by the property management company, and as an independent Controller with respect to personal information Pinãta collects directly from renters through the Pinãta platform.

### **Data Use Limitations.**

Pinãta processes your personal information only for the purposes described in these Terms and in Pinãta's Privacy Policy. Pinãta does not combine personal information received from your property management company with personal information collected from other sources in a manner that would exceed the scope of the business purpose for which it was disclosed, except as expressly permitted by applicable law or by your separate, specific consent. Pinãta does not sell your personal information.

### **De-identified and Aggregated Data.**

Pinãta may create de-identified or aggregated data derived from personal information for product improvement, analytics, and research purposes. De-identified data is maintained in a form that cannot reasonably be used to identify an individual. Pinãta will not attempt to re-identify de-identified data and will contractually require any subprocessors who receive de-identified data to comply with the same prohibition, consistent with Pinãta's obligations under applicable Data Protection Addenda.

### **Contact for Data Protection Inquiries.**

For questions about Pinãta's data protection practices, regulatory compliance, or to submit a privacy rights request, contact: Privacy Team: [privacy@pinata.ai](mailto:privacy@pinata.ai) | Security Team: [security@pinata.ai](mailto:security@pinata.ai) | Compliance Team: [compliance@pinata.ai](mailto:compliance@pinata.ai) | Mailing address: Pinãta Rent, Inc., Attn: Privacy & Compliance, 131 Varick Street #1013, New York, NY 10013.

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. 131 Varick Street #1013, New York, NY 10013. 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](mailto: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;
- Accurrent 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 vvalid, active email address; and
- Accurrent 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](mailto: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](mailto:contact@pinata.ai).

## **CREDIT REPORTING SERVICES**

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

By enrolling in Piñata’s rent reporting service, you expressly consent to the following: (a) Piñata and its authorized partners (including your property manager or landlord) may collect, process, and transmit your rental payment data to Experian, Equifax, TransUnion, and any other CRA with which Piñata maintains a data furnishing relationship; (b) this data may include your name, address, date of birth, Social Security Number or other identifying information, lease terms, rental payment amounts, and payment history; and (c) this information will appear on your consumer credit report and may affect your credit score.

Piñata reports positive (on-time) rental payment data to CRAs. Late or missed payments may also be reported if required by applicable law or CRA guidelines. You acknowledge that once data has been furnished to a CRA, Piñata cannot guarantee its removal; however, you may dispute any information you believe to be inaccurate pursuant to the dispute procedures below.

Piñata is not responsible for how any CRA may manage or use the information provided to them by Piñata and you agree to hold Piñata 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 Piñata to a CRA. Please see the “Dispute of Credit Reporting Information by Customer” section, below.

### **Opting Out of Credit Reporting**

You may opt out of Piñata’s rent reporting service at any time by submitting a written request to Piñata via email at support@pinata.ai or by using the opt-out functionality within your Piñata account settings. Upon receipt of a valid opt-out request, Piñata will cease furnishing your rental payment data to CRAs within thirty (30) calendar days. Piñata will submit a final update to each CRA to which your data was previously reported, indicating that the account is closed at the consumer’s request.

Please note that opting out of credit reporting will not result in the removal of data previously reported to CRAs. Previously reported data will remain on your credit file in accordance with each CRA's data retention policies and applicable law (generally up to seven years for positive tradelines and up to ten years for certain types of information). If you believe previously reported data is inaccurate, you may file a dispute as described below.

If your property manager has enrolled you in Piñata's rent reporting service as part of a community-wide program, your opt-out right remains fully available. Your property manager will be notified that you have opted out, but your opt-out will not affect your lease or your relationship with your property manager.

### **Data Accuracy and Your Responsibilities**

You are responsible for ensuring that the personal information you provide to Piñata (including your full legal name, date of birth, Social Security Number, and current address) is accurate and complete. Inaccurate information may result in data being reported to the wrong consumer credit file or may prevent your rental payment history from being properly credited to your credit report. You agree to promptly update your information through your Piñata account or by contacting Piñata at support@pinata.ai if any of your personal information changes.

## **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 Piñata to a CRA by notifying the agency directly, or by notifying Piñata by mail at Piñata Rent, Inc. 131 Varick Street #1013, New York, NY 10013. 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 Piñata to contact User with results of investigation
- Any supporting documentation, including a copy of the disputed report

Users may also submit disputes electronically via email to disputes@pinata.ai or through the dispute functionality within the Piñata platform. Electronic disputes must include the same information listed above.

### **1.2 Investigation of Disputed Information**

Upon receipt of a notice of dispute from a User, Piñata 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, Piñata will notify the User for that purpose within five (5) business days of the determination regarding the disputed information.

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

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

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

If Piñata determines that more information is necessary to complete its investigation, Piñata 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, Piñata 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 Piñata under this section. Notice of said determination shall be forwarded to the User as described above.

Piñata processes CRA-initiated disputes through the e-OSCAR automated system. When a dispute is submitted through a CRA (rather than directly to Piñata), Piñata will investigate and respond through e-OSCAR within the timeframes required by the

FCRA. Piñata may contact you or your property manager to verify information relevant to the dispute.

## 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](http://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: fo}

= 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](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 Piñata 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 Piñata, 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 Piñata 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 Piñata 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](http://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 Piñata. 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 Piñata 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 Piñata.

## **4. INTERNATIONAL USERS**

Piñata 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](mailto:contact@pinata.ai). You acknowledge and agree that all Feedback is at your own risk and that Piñata has no obligations (including without

limitation obligations to confidentiality) with respect to such Feedback. You hereby grant to Piñata 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 Piñata 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 Piñata.

## 6. GENERAL

The failure of Piñata 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 Piñata. 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.

## 7A. CALIFORNIA RENT REPORTING RIGHTS (AB 2747)

Effective January 1, 2025, California Assembly Bill 2747 (AB 2747), codified at California Civil Code §1954.06 et seq., grants California renters specific rights with respect to rent payment reporting to consumer reporting agencies. The following disclosures apply to all California residents who are current or prospective tenants at a California residential rental property.

### **Right to Opt In and Opt Out.**

If Piñata offers rent payment reporting services at your California rental property, you have the right to: (a) opt in to rent reporting at any time by enrolling through the Piñata platform or as part of your tenancy; and (b) opt out of rent reporting at any time, for any

reason, without penalty, by contacting Pinãta at support@pinata.ai or through your Pinãta account settings. Your opt-out will be processed within thirty (30) days of receipt of your request. Opting out will not result in the reporting of negative information, and will not affect your tenancy or your relationship with your property manager.

### **No Fee for Basic Rent Reporting.**

Pursuant to AB 2747, Pinãta will not charge a California renter a fee for basic positive rent payment reporting in excess of ten dollars (\$10.00) per month. Where rent reporting is offered as part of a subscription or service tier, the fee (if any) will be clearly disclosed at the time of enrollment and will not exceed this statutory maximum for the rent reporting component of the service.

### **Positive-Only Reporting.**

Where Pinãta reports rent payment data for California renters under a positive-only reporting model, Pinãta will report only on-time, paid rental payments to consumer reporting agencies. Pinãta will not report late payments, missed payments, or other derogatory rental payment information under a positive-only reporting program. If a payment is not made on time, Pinãta will simply not report that payment period; no negative tradeline entry will be created.

### **Notice Required Before Termination for Non-Payment.**

Pinãta will provide at least thirty (30) days' written notice before terminating a California renter's access to rent reporting services solely due to non-payment of the applicable service fee, where the renter has made at least one on-time payment and the delinquency is the renter's first delinquency in the prior twelve (12) months. This notice will specify the outstanding amount due and provide the renter an opportunity to cure.

### **How to Exercise Your AB 2747 Rights.**

To opt in, opt out, or ask questions about your California rent reporting rights, contact Pinãta at: support@pinata.ai | (909) 314-1712 | Pinãta Rent, Inc., 131 Varick Street #1013, New York, NY 10013.

## **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.

## **California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA) – Your Rights**

If you are a California resident, the California Consumer Privacy Act of 2018 (CCPA), as amended by the California Privacy Rights Act of 2020 (CPRA) (together, Cal. Civ. Code §1798.100 et seq.), grants you the following rights with respect to your personal information. These rights are in addition to any other rights described in these Terms of Service and in Pinãta’s Privacy Policy.

### **Categories of Personal Information Collected.**

Pinãta collects the following categories of personal information in connection with the Services: (a) Identifiers: name, email address, phone number, postal address, account username, IP address, device identifiers; (b) Financial information: bank account information, payment card data, rent payment history, and transaction records; (c) Government identifiers: Social Security Number (last four digits or full, as required for credit reporting), date of birth; (d) Commercial information: rental history, lease terms, rewards activity, marketplace purchase history; (e) Internet and electronic activity: browsing behavior on Pinãta’s platform, app usage data, log data; (f) Geolocation data: approximate location derived from IP address; (g) Inferences: profile data derived from the above to understand your preferences and creditworthiness for credit reporting purposes. For Pinãta’s current practices regarding the Sale or Sharing of personal information and your right to opt out, see the “Right to Opt Out of Sale or Sharing” section below.

### **Right to Know and Access.**

You have the right to request that Pinãta disclose: (a) the specific pieces of personal information it has collected about you; (b) the categories of personal information collected; (c) the categories of sources from which the personal information was collected; (d) the business or commercial purpose for collecting or sharing the personal information; and (e) the categories of third parties with whom Pinãta shares personal information. You may make up to two (2) requests per 12-month period at no charge.

### **Right to Delete.**

You have the right to request that Pinãta delete personal information it has collected from you, subject to certain exceptions (such as where the information is necessary for Pinãta to complete a transaction, detect security incidents, comply with legal obligations, or exercise rights under the FCRA). Upon a verified deletion request, Pinãta will delete your personal information and notify its service providers and contractors to do the same, unless an exception applies. Important: FCRA-covered information — including credit reporting records, tradeline data, and identity verification records used for furnishing — is exempt from the CCPA right to deletion under Cal. Civ. Code §1798.145(d). See the Data Retention section below for a full explanation of how FCRA retention obligations and CCPA deletion rights interact.

**Right to Correct.**

You have the right to request that Pinãta correct inaccurate personal information it maintains about you, taking into account the nature of the personal information and the purposes of the processing. Pinãta will use commercially reasonable efforts to correct verified inaccuracies.

**Right to Opt Out of Sale or Sharing.**

Pinãta does not sell your personal information for monetary consideration and does not share your personal information for cross-context behavioral advertising. If this practice changes, Pinãta will provide you with notice and a clear mechanism to opt out before doing so. You may exercise the right to opt out by contacting [privacy@pinata.ai](mailto:privacy@pinata.ai) or by visiting the “Do Not Sell or Share My Personal Information” link at [www.pinata.ai/privacy-policy/](http://www.pinata.ai/privacy-policy/). If Pinãta ever engages in such Sale or Sharing, Pinãta will process opt-out requests within fifteen (15) business days of receipt, as required by the CCPA/CPRA.

**Right to Limit Use of Sensitive Personal Information.**

To the extent Pinãta collects “Sensitive Personal Information” as defined by the CPRA — including Social Security Number, financial account information, and precise geolocation — Pinãta uses such information only to the extent necessary to provide the Services, comply with legal obligations (including FCRA data furnishing requirements), and prevent fraud and security incidents. You have the right to direct Pinãta to limit its use of your Sensitive Personal Information to these permitted purposes. To exercise this right, contact [privacy@pinata.ai](mailto:privacy@pinata.ai).

**Right to Non-Discrimination.**

Pinãta will not discriminate against you for exercising any of your CCPA/CPRA rights. Pinãta will not deny you services, charge you a different price, provide a different level of service quality, or suggest that you will receive a different level of service because you exercised a privacy right, except as permitted by law.

**How to Submit a CCPA/CPRA Request.**

To exercise any of the above rights, contact Pinãta’s Privacy Team: Email: [privacy@pinata.ai](mailto:privacy@pinata.ai) | Mail: Pinãta Rent, Inc., Attn: Privacy Request, 131 Varick Street #1013, New York, NY 10013 | Phone: (909) 314-1712 (select Privacy option). Pinãta will verify your identity before processing your request using the contact information and account credentials on file. Pinãta will respond to verifiable consumer requests within forty-five (45) days (and may extend by an additional forty-five (45) days where reasonably necessary, with prior notice). You may designate an authorized agent to submit a request on your behalf; Pinãta may require verification of the agent’s authority.

**Data Retention.**

Pinãta retains personal information for the period necessary to fulfill the purposes for which it was collected and as required by applicable law. The following rules govern data retention and the interaction between FCRA obligations and CCPA/CPRA deletion rights: (a) FCRA-Covered Data — Universal Retention Requirement: Personal information that Pinãta is required to maintain as a data furnisher under the Fair Credit Reporting Act — including tradeline records, identity verification records used for furnishing, dispute records, and the underlying payment data supporting reported information — is retained for a minimum of seven (7) years from the date of the applicable furnishing or verification event, regardless of any deletion request. This retention applies universally to all users, including California residents. Pursuant to Cal. Civ. Code §1798.145(d), the CCPA/CPRA right to deletion does not apply to personal information to the extent that its retention is required for Pinãta to comply with a federal law such as the FCRA. A verified CCPA deletion request does not and cannot require Pinãta to delete information that Pinãta is legally obligated to retain under the FCRA. (b) Non-FCRA Data — California Residents: For personal information not covered by the FCRA retention requirement (such as account profile data, rewards activity, marketplace purchase history, marketing preferences, and platform usage logs), California residents may submit a verified CCPA deletion request and Pinãta will delete such information, subject to the exceptions described in the Right to Delete section above. Pinãta will respond to verified deletion requests within forty-five (45) days. (c) Non-FCRA Data — All Other Users: Account information is retained for the duration of your active account plus up to three (3) years following account closure, after which it is deleted or de-identified. Other non-FCRA personal information is retained in accordance with Pinãta’s Privacy Policy. (d) De-identification: Where deletion is not required or is subject to an exception, Pinãta may satisfy a deletion request by permanently de-identifying the relevant personal information such that it can no longer be reasonably linked to you.

## **8. MODIFICATION**

Piñata 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 Piñata’s website. You agree to keep your email address on file with Piñata 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 Piñata and you regarding the Piñata Properties, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Piñata 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](mailto: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, Wireless (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, Simmetry (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. PROGRAM RULES; GOVERNING AGREEMENTS**

Your participation in the Piñata® Points Rewards Program (the “Rewards Program”) is governed by the Piñata® Points Rewards Program Rules (the “Program Rules”), which are incorporated into these Terms and Conditions by reference. In the event of any conflict between these Terms and Conditions and the Program Rules, these Terms and Conditions govern. The Program Rules are available at [www.pinata.ai/terms-points-rewards](http://www.pinata.ai/terms-points-rewards) and may be updated from time to time in accordance with the modification procedures described below.

### **2. WHAT ARE PIÑATA POINTS**

“Piñata Points” (formerly called “Piñata Cash”) is an online, redeemable rewards program through which Members may earn points redeemable for certain products, benefits, and features offered through the Services.

Piñata Points may be associated with a Member’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 (“Referrals”), 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 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.

### **3. NO MONETARY VALUE; NON-TRANSFERABLE**

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.

We may, in our sole discretion, review how you earn Piñata Points and engage in other activities in the Services, including 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 and may change at any time without notice. There is no guarantee that you will be able to redeem or obtain any particular award or benefit for any particular amount of Piñata Points.

### **4. INELIGIBLE TRANSACTIONS**

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.

### **5. 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. All offers are temporary and may change or become unavailable without notice. 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 to offset such amount.

### **6. REFERRALS**

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 register via the designated referral link or code

provided by Piñata. All Referral-related activities must comply with the detailed requirements set forth in the Program Rules, including without limitation: (a) all applicable federal and state laws, including the CAN-SPAM Act, applicable FTC guidelines, and all consumer data privacy laws including the CCPA and CPRA; (b) FTC endorsement disclosure requirements — you must prominently disclose to Recruits that you will receive Referral Piñata Points; (c) prohibitions on incentivized marketing and SMS solicitation without prior written approval from Piñata; and (d) prohibitions on fraudulent or deceptive activity. Piñata is not responsible for attempted Recruit registrations that are lost, late, misdirected, or incomplete. All determinations regarding Referral Piñata Points are made by Piñata in its sole discretion and are final and binding.

**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.**

## **7. EXPIRATION 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 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.** 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 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.

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

## **8. FORFEITURE OF PIÑATA POINTS**

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 Terms and Conditions and/or the Program Rules, in each case as determined by Piñata in its sole discretion. This includes, without limitation, Points acquired through any unauthorized participation, fraudulent referral activity, or violation of the Marketing Requirements in the Program Rules. Upon forfeiture, you shall have no rights to any forfeited Points.

Additionally, upon the occurrence of any of the following events, Piñata may terminate or forfeit any or all of your Piñata Points: (i) the termination of your lease if you acquired Piñata Points from your property manager; or (ii) closure or termination of your Piñata account.

## **9. 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 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. Piñata is not responsible for any taxes arising from your use of the Rewards Program, except for Piñata's own income taxes.

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.

You may opt out of the Piñata Points rewards program at any time by contacting customer support at [support@pinata.ai](mailto:support@pinata.ai).

## **10. MODIFICATION AND TERMINATION**

Piñata may modify these Rewards Terms or terminate the Rewards Program at any time by posting amended terms on the Site, or by sending an email to the address associated with your 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 modification effective date — those Points remain subject to the terms 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 opt out of the Rewards Program. Your continued participation after the effective date of any modification constitutes your acceptance of the modified terms.

## **PIÑATA SWEEPSTAKES**

**NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN ANY PIÑATA SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

### **1. OVERVIEW**

From time to time, Piñata Rent, Inc. (“Sponsor”) may offer sweepstakes promotions (each, a “Sweepstakes”) to eligible Members. This section sets out the general legal framework that applies to all Piñata Sweepstakes. Each individual Sweepstakes is also governed by its own Official Rules, which contain promotion-specific details including entry periods, prize descriptions, entry methods, odds, and draw dates. The Official Rules for each current Sweepstakes are available at [www.pinata.ai/free-rent-sweepstakes-rules](http://www.pinata.ai/free-rent-sweepstakes-rules) (the “Sweepstakes Page”). In the event of any conflict between this section and the Official Rules for a specific Sweepstakes, the Official Rules govern with respect to that Sweepstakes.

Piñata may add, modify, or discontinue any Sweepstakes at any time. The absence of an active Sweepstakes on the Sweepstakes Page means no Sweepstakes is currently being offered.

### **2. ELIGIBILITY**

Unless otherwise specified in the applicable Official Rules, each Sweepstakes is open to legal residents of the United States of America who are at least eighteen (18) years of age (or the age of majority in their state of residence, if higher) at the time of entry, and who have an active Piñata Member account in good standing. Employees, officers, directors, and agents of Piñata Rent, Inc. and its parents, subsidiaries, affiliates, advertising and promotional agencies, and the members of their immediate families or

households are not eligible to participate. All Sweepstakes are void where prohibited or restricted by law.

### **3. HOW TO ENTER**

Entry methods for each Sweepstakes are specified in the applicable Official Rules. Entry methods may include, without limitation: (a) redeeming Piñata Points for entries; (b) completing qualifying actions as defined in the applicable Official Rules, such as making a rent payment, completing a marketplace purchase, or other eligible activities; and/or (c) alternative free methods of entry (AMOE), which will always be available as required by applicable law, including free mail-in entry where required. Specific instructions for each entry method, including any AMOE instructions, will be set forth in the applicable Official Rules on the Sweepstakes Page. No purchase or payment is necessary to enter or win.

### **4. WINNER SELECTION AND NOTIFICATION**

Winners for each Sweepstakes will be selected by random drawing from among all eligible entries received during the applicable entry period, as described in the applicable Official Rules. The odds of winning depend on the total number of eligible entries received. Potential winners will be notified by email at the address associated with their Member account. Piñata is not responsible for email notifications that are lost, delayed, or undeliverable due to an outdated or incorrect email address. It is your responsibility to keep your contact information current.

Potential winners may be required to complete and return an Affidavit of Eligibility and Liability/Publicity Release within the timeframe specified in the applicable Official Rules. Failure to respond within the specified timeframe or failure to satisfy eligibility requirements will result in disqualification and selection of an alternate winner. Prizes are not transferable, substitutable, or redeemable for cash except at Sponsor's sole discretion or as required by law.

### **5. PRIZES AND TAXES**

Prize descriptions, values, and quantities for each Sweepstakes are set forth in the applicable Official Rules. All prizes are awarded as described therein. Winners are solely responsible for all federal, state, and local taxes on prizes received. An IRS Form 1099 will be issued for prize values that meet applicable tax reporting thresholds. All other costs and expenses associated with prize acceptance and use not specifically stated in the Official Rules are the winner's responsibility.

### **6. GENERAL CONDITIONS**

Piñata reserves the right, in its sole discretion, to cancel, modify, or suspend any Sweepstakes, in whole or in part, if fraud, technical failures, tampering, or any other cause beyond Piñata's reasonable control compromises the fairness, integrity, or

proper operation of the Sweepstakes. Piñata reserves the right to disqualify any entrant who tampers with the entry process, violates these Terms, or acts in an unsportsmanlike or disruptive manner.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. PIÑATA RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY PERSON RESPONSIBLE FOR SUCH ATTEMPTS TO THE FULLEST EXTENT PERMITTED BY LAW.**

## **7. RELEASE OF LIABILITY**

By entering any Piñata Sweepstakes, you agree to release and hold harmless Piñata Rent, Inc., its parents, subsidiaries, affiliates, officers, directors, employees, agents, co-branders, and partners (collectively, the “Released Parties”) from any and all liability for any injury, death, loss, or damage to persons or property arising out of participation in any Sweepstakes or the acceptance, possession, use, or misuse of any prize. Released Parties are not responsible for: (a) late, incomplete, lost, misdirected, or undelivered entries; (b) technical failures or malfunctions of any kind; (c) unauthorized human intervention in the Sweepstakes; or (d) typographical, printing, or other errors in any Sweepstakes-related materials.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPATION IN ANY SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE. For New Jersey residents: nothing herein bars recovery of damages or attorneys’ fees where mandated by statute.

## **8. PUBLICITY**

Except where prohibited by law, by accepting a prize, each winner grants Piñata the right to use their name, city and state of residence, likeness, photograph, and biographical information for advertising, promotional, and trade purposes in all media, worldwide, without additional compensation, notice, review, or approval. Residents of states that prohibit mandatory publicity releases (including Tennessee and Nebraska) are not required to consent to publicity as a condition of winning and may opt out by notifying Piñata in writing at [sweepstakes@pinata.ai](mailto:sweepstakes@pinata.ai) within seven (7) days of prize notification.

## **9. PRIVACY**

Personal information submitted in connection with any Sweepstakes will be collected and used in accordance with Piñata’s Privacy Policy, available at [www.pinata.ai/privacy-policy/](http://www.pinata.ai/privacy-policy/). By entering, you agree to Piñata’s collection and use of your personal information as described in the Privacy Policy.

## **10. CALIFORNIA CIVIL CODE § 1542 WAIVER**

By participating in any Piñata Sweepstakes, each entrant expressly waives all rights under California Civil Code § 1542, which provides: “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.” This waiver applies to residents of California and any state or territory with similar laws.

## **11. DISPUTES AND GOVERNING LAW**

All Sweepstakes-related disputes are governed by the laws of the State of New York, without regard to conflict of law provisions. By entering, you agree that: (a) all disputes shall be resolved individually, without resort to any form of class action; (b) any judicial proceeding shall take place in a federal or state court within the State of New York; (c) claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred in connection with entering the Sweepstakes; and (d) you waive all rights to seek punitive, incidental, exemplary, consequential, or special damages, lost profits, or any multiplied damages. Failure by Piñata to enforce any provision of these terms shall not constitute a waiver of that provision.

## **12. WINNERS LIST**

To request the name, city, and state of residence of prize winners for any completed Piñata Sweepstakes, send a written request to: Piñata Rent, Inc., Attn: Sweepstakes Winners List, 131 Varick Street #1013, New York, NY 10013, or email [sweepstakes@pinata.ai](mailto:sweepstakes@pinata.ai). Requests must specify the name of the Sweepstakes and be received within one (1) year of the applicable drawing date. Winners lists are also available on the Sweepstakes Page at [www.pinata.ai/free-rent-sweepstakes-rules](http://www.pinata.ai/free-rent-sweepstakes-rules) for a period of at least ninety (90) days following each drawing.

## **13. OFFICIAL RULES FOR CURRENT SWEEPSTAKES**

The complete Official Rules for each Piñata Sweepstakes — including entry period, entry methods, prizes, odds, and all promotion-specific terms — are available on the Sweepstakes Page at [www.pinata.ai/free-rent-sweepstakes-rules](http://www.pinata.ai/free-rent-sweepstakes-rules). These Terms and Conditions are not updated each time a new Sweepstakes is offered; the Official Rules on the Sweepstakes Page are the controlling, current terms for any active promotion. By entering any Sweepstakes, you agree to be bound by both these general terms and the applicable Official Rules.

## CONSENT SUMMARY FOR CREDIT REPORTING

By using Piñata's Services and enrolling in rent reporting (whether directly or through your property manager), you acknowledge and agree to the following:

<b>1</b>	Consent to Collect: Piñata may collect your personal and financial information, including your name, SSN, address, date of birth, lease terms, and rental payment history, for the purpose of credit reporting.
<b>2</b>	Consent to Report: Piñata may furnish your rental payment data to Experian, Equifax, TransUnion, and other CRAs with which Piñata maintains a reporting relationship.
<b>3</b>	Credit Impact: Reported data may appear on your consumer credit report and may positively or negatively affect your credit score.
<b>4</b>	Opt-Out Right: You may opt out of credit reporting at any time by contacting support@pinata.ai or through your account settings. Opting out will not remove previously reported data.
<b>5</b>	Dispute Right: You have the right to dispute any information you believe to be inaccurate directly with Piñata or with any CRA. Piñata will investigate disputes within the timeframes required by the FCRA.
<b>6</b>	FCRA Rights: You have rights under the Fair Credit Reporting Act, including the right to access your credit file, dispute inaccuracies, and place security freezes, as described in these Terms.