

PIÑATA RENT, INC.

RENTER TERMS OF SERVICE

Last updated: June 1, 2026

Welcome to Piñata. These Renter Terms of Service ("Terms") form a binding agreement between you and Piñata Rent, Inc. ("Piñata," "we," or "us"). These Terms govern your use of the Piñata website at www.pinata.ai (the "Site"), the Piñata mobile application (the "App"), and the rent payment, credit reporting, rewards, identity protection, marketplace, and related services offered through them (collectively, the "Services").

By creating a Piñata account, by accepting these Terms when prompted in the App or on the Site, or by otherwise using the Services, you accept these Terms and the Piñata Privacy Policy (available at www.pinata.ai/privacy-policy), and you accept the Piñata® Points Rewards Program Rules (available at www.pinata.ai/terms-points-rewards), each of which is incorporated into these Terms by reference. If there is a conflict between these Terms and any of those incorporated documents, these Terms govern.

Please read these Terms carefully. They include important provisions about your rights and how disputes between you and Piñata are resolved, including a mandatory arbitration provision and a waiver of class actions. If you do not agree to these Terms, do not use the Services.

Contents

- 1. Who Can Use the Services
- 2. Definitions
- 3. Updates to These Terms
- 4. Your Piñata Account
- 5. Electronic Disclosure and Consent
- 6. Credit Reporting Services
- 7. Credit-Score Access and Program Impact Reporting
- 8. The Piñata Marketplace
- 9. Piñata Points and Rewards
- 10. Advertising and Personalized Offers
- 11. Privacy; How We Use Your Information
- 12. Your Privacy Rights and Choices
- 13. Rent Payment Services
- 14. Acceptable Use
- 15. Intellectual Property
- 16. Third-Party Services
- 17. Disclaimers
- 18. Limitation of Liability
- 19. Indemnification

- 20. Dispute Resolution; Arbitration; Class Action Waiver
- 21. Governing Law
- 22. Miscellaneous
- 23. Contact
- Consent Summary

1. Who Can Use the Services

The Services are available only to individuals who are at least eighteen (18) years old, who reside in the United States, and who can form a legally binding contract with Piñata under applicable law. By creating an account, you represent and warrant that you meet these requirements. You agree not to provide access to your account to any minor or to use the Services on behalf of a minor.

The Services are not directed to children under thirteen (13), and Piñata does not knowingly collect personal information from children under thirteen. The Services are also not intended for use by minors between thirteen and seventeen, and Piñata does not knowingly direct advertising or solicit personal information from any individual under eighteen.

2. Definitions

Capitalized terms used in these Terms have the meanings set forth below or as otherwise defined in these Terms.

"Advertising" means advertising, sponsored offers, sponsored content, sponsored promotional messages, brand partnerships, and personalized promotional materials displayed within the Services. Advertising includes both promotional content for which Piñata receives consideration and promotional content for which Piñata receives no consideration.

"App" means the Piñata mobile application available for iOS and Android devices.

"CRA" means a consumer reporting agency, including Experian, Equifax, and TransUnion.

"Marketplace" or "Piñata Marketplace" means the place where renters can spend their own money on brand offers for goods and services that enhance their daily lives as renters, including offers, deals, discounts, sponsored promotions, brand partnerships, and similar promotional activities surfaced through the Piñata Platform (whether displayed in the Piñata app, on the Piñata website, or through embedded components made available through Piñata's property management company and channel partners). Renters may earn Piñata Points when they engage with or make a purchase through the Marketplace. Piñata may earn a commission, affiliate fee, or other revenue from a brand or merchant when a renter makes a purchase through the Marketplace, and Piñata may share such revenue with property management companies or channel partners only if Piñata has separately and expressly agreed in writing to a revenue share with that property management company or channel partner. The Marketplace is distinct from advertising and other promotional activities that do not result in a Marketplace purchase — revenue from advertising, sponsorships, and promotional messaging is retained by Piñata.

"Piñata Platform" means the Site, the App, and the embedded components and integrations through which Piñata makes its Services available, including those offered through Piñata's property management company and channel partners.

"Piñata Points" means the loyalty points awarded by Piñata under the Piñata® Points Rewards Program Rules. Piñata Points have no monetary value, are not transferable, and are subject to the Rewards Rules.

"PMC" means a property management company or landlord that has entered into an agreement with Piñata to offer the Services to its renters.

"Rewards Rules" means the Piñata® Points Rewards Program Rules, available at www.pinata.ai/terms-points-rewards, as updated from time to time.

"Services" means the rent payment, credit reporting, credit-score tracking, rewards, identity protection, Marketplace, and related services offered by Piñata through the Site, the App, and the Piñata Platform.

"Site" means the Piñata website located at www.pinata.ai and any related Piñata-operated websites.

3. Updates to These Terms

Piñata may update these Terms from time to time. When we make material changes, we will notify you through the App, on the Site, by email, or by other electronic means consistent with the "Electronic Disclosure and Consent" section below. The updated Terms become effective on the date stated in the notice (or, if no date is stated, immediately upon posting), and your continued use of the Services after the effective date constitutes your acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop using the Services.

In the future, Piñata may introduce new services, new data-use programs, or new partnerships that are not covered by these Terms. In any such case, Piñata will provide you with notice and, where appropriate, request your separate consent before enrolling you in the new program.

4. Your Piñata Account

To use most of the Services, you must create a Piñata account. You may create your account directly through the Site or App, or through an invitation or activation link from your PMC or channel partner. Account creation requires you to provide information that may include your full name, mailing address, email address, phone number, date of birth, and other information requested at the time of registration.

You agree to provide accurate, current, and complete information when you create your account, and to keep that information up to date. You are responsible for all activity that occurs under your account, and you agree to keep your password and other access credentials confidential.

5. Electronic Disclosure and Consent

By creating a Piñata account and accepting these Terms, you consent to receive disclosures, notices, agreements, statements, records, and other communications from Piñata in electronic form. Electronic communications may be delivered through the App, on the Site, by email to the address associated with your account, by SMS where you have provided a phone number and consented to SMS messaging, or by other electronic means.

Hardware and Software Requirements

To access and retain electronic communications from Piñata, you need a computer, smartphone, or tablet with internet access, a current web browser, and an email account. You also need software capable of viewing PDF files.

Updating Contact Information

You are responsible for maintaining accurate contact information. You may update your email address and other contact information through your account settings or by contacting support@pinata.ai.

Withdrawing Consent

You may withdraw your consent to receive electronic communications at any time by emailing support@pinata.ai. Withdrawing this consent may result in termination of your Piñata account, including access to the Site and App.

6. Credit Reporting Services

Piñata offers a credit reporting service that reports your rent payment history to one or more CRAs. By accepting these Terms and enrolling in credit reporting, you authorize Piñata and its authorized partners (including your PMC) to collect, process, and transmit your rental payment data to Experian, Equifax, TransUnion, and any other CRA with which Piñata maintains a data furnishing relationship.

The data Piñata may furnish to a CRA may include your name, mailing address, date of birth, Social Security Number or other identifying information, lease terms, rental payment amounts, and rental payment history. This information may appear on your consumer credit report and may affect your credit score.

Positive-Only Reporting

Piñata reports positive (on-time) rental payment data to CRAs. Piñata does not, except as may be required by applicable law or CRA guidelines, report late, missed, or delinquent rental payments. If you fail to make an on-time payment, Piñata will cease reporting for the applicable period; no negative tradeline will be created. 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 described below.

Dispute of Credit Reporting Information

If you believe any rent payment information reported by Piñata to a CRA is inaccurate, you may dispute that information by contacting Piñata at disputes@pinata.ai. Piñata will investigate your

dispute consistent with its obligations under the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq., and will respond to you within the timeframes required by law. You may also dispute information directly with the CRA that reported it.

Opting Out of Credit Reporting

You may opt out of credit reporting at any time by contacting support@pinata.ai or by changing your settings in the App. Once you opt out, Piñata will cease furnishing your rent payment data to CRAs within thirty (30) calendar days. Previously reported data will remain on your consumer credit report, subject to the CRA's retention and removal policies.

California Renters — AB 2747 Notice

If you are a California renter, your participation in Piñata's rent reporting service is governed by California Civil Code § 1954.06 ("AB 2747"). Piñata will provide you with the disclosures required by AB 2747 at enrollment, and you may opt out at any time without affecting your tenancy. Piñata does not charge California renters a fee for rent reporting.

7. Credit-Score Access and Program Impact Reporting

Separately from, and in addition to, your consent for Piñata to furnish your rental payment data to CRAs, you may authorize Piñata to obtain from one or more CRAs, on a periodic basis, your credit score, score history, score factors, and related credit attributes, and to access and analyze that information for the purpose of measuring, evaluating, and reporting on the performance and impact of Piñata's rent reporting and financial wellness services. This authorization includes Piñata obtaining your credit score and score changes over time both before and during your enrollment, so that the effect of rent reporting on your credit profile can be assessed.

Piñata uses the information obtained under this authorization to (a) provide you with information about your own credit standing and progress; (b) operate, evaluate, and improve the Services; and (c) create de-identified and aggregated statistics and metrics — for example, average credit-score changes over time across a portfolio of renters — that Piñata may provide to your PMC and to Piñata's channel partners in aggregate and anonymized form. Piñata will not disclose your individual credit score or individual credit information to your PMC or to any channel partner except in de-identified and aggregated form.

This authorization is independent of your rent reporting consent. You may decline or withdraw this authorization at any time by contacting support@pinata.ai or through your Piñata account settings, without affecting your enrollment in rent reporting. You may also withdraw your rent reporting consent without affecting this authorization. Withdrawing this authorization will not remove any de-identified or aggregated data already created, which by its nature can no longer be associated with you.

This authorization is also presented to you separately, on a distinct in-app screen during onboarding, and can be granted or declined independently of your other consents. You can change this authorization at any time through your Piñata account settings.

8. The Piñata Marketplace

The Piñata Marketplace ("Marketplace") is the place where renters can spend their own money on brand offers for goods and services that enhance their daily lives as renters, including offers, deals, discounts, sponsored promotions, brand partnerships, and similar promotional activities surfaced through the Piñata Platform (whether displayed in the Piñata app, on the Piñata website, or through embedded components made available through Piñata's property management company and channel partners). Renters may earn Piñata Points when they engage with or make a purchase through the Marketplace. Piñata may earn a commission, affiliate fee, or other revenue from a brand or merchant when a renter makes a purchase through the Marketplace, and Piñata may share such revenue with property management companies or channel partners only if Piñata has separately and expressly agreed in writing to a revenue share with that property management company or channel partner. The Marketplace is distinct from advertising and other promotional activities that do not result in a Marketplace purchase — revenue from advertising, sponsorships, and promotional messaging is retained by Piñata.

When you choose to redeem a reward, claim a brand offer, or make a purchase in the Marketplace, you may be required to provide additional information directly to the participating brand or merchant. Piñata will also transmit to the brand or merchant the information necessary to fulfill your transaction, which may include your name, email address, mailing address, and order details. After the handoff to the brand or merchant, your relationship with that brand or merchant is governed by the brand or merchant's own terms and privacy policy.

Piñata is not the seller of, and does not warrant, any product or service offered through the Marketplace. All purchases, returns, refunds, warranties, and customer support for Marketplace transactions are the responsibility of the participating brand or merchant. Piñata is not responsible for the actions or omissions of any brand or merchant.

9. Piñata Points and Rewards

Piñata offers a loyalty program through which renters may earn Piñata Points. The Rewards Rules, available at www.pinata.ai/terms-points-rewards, govern eligibility, earning, redemption, expiration, and forfeiture of Piñata Points, and are incorporated into these Terms by reference.

How You Earn Piñata Points

You may earn Piñata Points through four primary paths: (a) referring other individuals to the Piñata Platform; (b) other incentives designed by Piñata or by your property management company or channel partner — for example, points for paying rent by credit card, attending property events, or renewing your lease early; (c) making on-time rent payments through the Piñata Platform; and (d) engaging with brand offers in the Piñata Marketplace — including reviewing or clicking through a promotional message, redeeming a promoted reward, or making a purchase from a brand that may earn Piñata a commission.

Piñata Points have no monetary value, may not be redeemed for cash, are non-transferable, and are subject to expiration and forfeiture in accordance with the Rewards Rules. The

outstanding balance of your Piñata Points does not constitute a liability of Piñata or of your PMC.

10. Advertising and Personalized Offers

Advertising is part of the rewards, deals, and offers experience Piñata provides to all renters who use the Services, regardless of whether you participate in any paid subscription tier offered by Piñata or by your PMC.

Separately from, and in addition to, your other consents under these Terms, you may authorize Piñata to engage in personalized Advertising and related activities. Specifically, you may authorize Piñata to: (a) collect and process device identifiers (including, without limitation, Apple's Identifier for Advertisers (IDFA), Google's Advertising ID (AAID), and Piñata-assigned pseudonymous identifiers), application event data, in-app behavior, and inferred-interest signals for purposes of selecting, delivering, capping the frequency of, and measuring the performance of Advertising; (b) share such identifiers and event data with third-party advertising networks, supply-side and demand-side platforms, ad exchanges, mediation platforms, measurement and attribution providers, consent-management platforms, and other ad-technology service providers solely for the purposes described in this section; (c) display Advertising selected based on information about you; and (d) use aggregate and de-identified metrics derived from Advertising performance to evaluate, price, and improve the Services. On iOS, you will be asked separately, in accordance with Apple's App Tracking Transparency framework, whether you permit Piñata to track you across apps and websites owned by other companies; your response to that prompt controls cross-app tracking regardless of this authorization.

Sponsored content and sponsored email communications will be clearly and conspicuously labeled as "Sponsored," "Ad," "Paid Partnership," or with a comparable disclosure consistent with Federal Trade Commission guidance. You may unsubscribe from sponsored email communications at any time using the unsubscribe link in such emails or through your Piñata account settings, separately from any other communication preference.

FCRA and Sensitive Personal Information Carve-Out

Notwithstanding the foregoing, Piñata does not use, and does not authorize any third party to use, the following categories of information for Advertising, audience-segment creation, ad targeting, lookalike modeling, or any other advertising-related purpose: (i) your Social Security Number, full date of birth, or other government identifiers; (ii) your financial account or payment-card numbers; (iii) any credit report, credit score, score history, score factor, tradeline data, or other information obtained from a CRA in connection with credit reporting or under the Credit-Score Access and Program Impact Reporting authorization described in Section 7; (iv) any other information that Piñata is required to maintain as a data furnisher under the FCRA; and (v) any Sensitive Personal Information as defined under the California Privacy Rights Act ("CPRA") or analogous state law, except to the extent permitted under the "Right to Limit Use of Sensitive Personal Information" section in Section 12. The information described in clauses (i) through (v) is maintained in segregated systems and used only for the purposes for which it was originally collected.

No Advertising to Known Minors

Piñata does not knowingly direct Advertising to, collect personal information from, or include in any audience segment, any individual under the age of eighteen (18). Piñata does not use information about household members other than the account holder (including, without limitation, co-occupants or dependents) for Advertising purposes.

Independence and Withdrawal

This Advertising authorization is independent of your rent reporting consent and of the Credit-Score Access and Program Impact Reporting authorization in Section 7. You may decline or withdraw this Advertising authorization at any time by contacting Piñata at privacy@pinata.ai or through your Piñata account settings, without affecting your enrollment in rent reporting, your credit-score access authorization, or your participation in the Piñata Points rewards program. If you withdraw this authorization, Piñata will cease using your data to personalize Advertising and will cease sharing your device identifiers with ad-technology service providers within fifteen (15) business days; you may, however, continue to see non-personalized Advertising as part of the Services.

The authorizations described in this section are also presented to you separately, on one or more distinct in-app screens during onboarding, and can be granted or declined independently of your other consents. You can change these authorizations at any time through your Piñata account settings.

Future Data-Sharing Programs

Piñata may introduce additional data-sharing programs in the future — for example, audience-data collaborations conducted through privacy-preserving environments. Piñata will not enroll you in any such program without updating these Terms and providing you with notice and opt-out rights consistent with this section.

11. Privacy; How We Use Your Information

Piñata's collection, use, and disclosure of personal information are governed by the Piñata Privacy Policy, available at www.pinata.ai/privacy-policy, which is incorporated into these Terms by reference. This section summarizes certain key points; please review the Privacy Policy for full details.

Information We Collect

Piñata collects information you provide directly to us (including registration information, payment information, and other information you submit), information we collect automatically as you use the Services (including device identifiers, IP address, in-app behavior, and similar information), and information we receive from third parties (including your PMC, your bank or financial institution where you authorize a connection, CRAs in connection with credit-score access, identity verification providers, and others).

How We Use Information

Piñata uses personal information to provide and improve the Services, to communicate with you, to comply with legal obligations, to protect against fraud and security incidents, and for the additional purposes described in these Terms and the Privacy Policy.

Our Commitment Not to Sell Your Individual Information

Piñata does not sell your name, email address, phone number, postal address, or any other information that would identify you, allow a third party to contact you directly, allow a third party to market to you directly, or allow a third party to target you individually with marketing or other communications based on data we share. When you choose to redeem a reward, claim a brand offer, or make a purchase in the Piñata Marketplace, Piñata will transmit the information necessary to fulfill that transaction to the participating brand or merchant — for example, your name, email address, and shipping address as needed to deliver the reward or purchase. That information is provided for the purpose of fulfilling your transaction. Piñata generally requires brand partners to limit their use of this information to fulfilling your transaction, but if you create an account with the brand or subscribe to the brand's communications, the brand-renter relationship is established independently and is governed by the brand's own terms and privacy policy.

Sale and Sharing Under California Law

Piñata engages in "Sharing" of personal information for purposes of cross-context behavioral advertising, as that term is used under the CPRA, when it permits third-party advertising networks, supply-side and demand-side platforms, ad exchanges, mediation platforms, and measurement and attribution providers to receive device identifiers and event data in connection with the Advertising activities described in Section 10. Depending on how state privacy laws are interpreted and applied to certain ad-technology arrangements, some of these activities may also be characterized as a "Sale" of personal information under the CPRA or analogous state laws. Piñata treats these activities as both Sale and Sharing for purposes of providing you with opt-out rights, regardless of how they are ultimately characterized under law.

Piñata does not engage in Sale or Sharing of Sensitive Personal Information, FCRA-covered data, or any other information within the FCRA and Sensitive Personal Information carve-out described in Section 10. Piñata does not knowingly Sell or Share the personal information of any consumer under sixteen (16) years of age.

12. Your Privacy Rights and Choices

This section describes the rights and choices available to you with respect to your personal information. Additional rights may be available to residents of certain states; please review the Privacy Policy for state-specific details.

Right to Opt Out of Sale or Sharing

You have the right to opt out of Sale and Sharing of your personal information at any time. You may exercise this right by (a) contacting Piñata at privacy@pinata.ai; (b) clicking the "Do Not Sell or Share My Personal Information" link available at www.pinata.ai/privacy-policy and within your Piñata account settings; or (c) enabling a Global Privacy Control (GPC) signal in a

supported browser, which Piñata will treat as a valid opt-out request for the browser session and any account associated with that browser. Piñata will process opt-out requests within fifteen (15) business days of receipt, as required by the CCPA/CPRA.

Opting out under this section will cause Piñata to cease Sharing your data with ad-technology service providers for cross-context behavioral advertising; it will not affect your enrollment in rent reporting, your participation in the Piñata Points rewards program, or your eligibility for non-personalized Advertising within the Services.

Right to Limit Use of Sensitive Personal Information

Under the CPRA, you have the right to direct Piñata to limit the use and disclosure of your Sensitive Personal Information to purposes specifically permitted by law. To exercise this right, contact privacy@pinata.ai. In particular, and notwithstanding any other provision of these Terms, Piñata does not use Sensitive Personal Information for Advertising, audience-segment creation, ad targeting, lookalike modeling, Sharing for cross-context behavioral advertising, or Sale to any third party, and does not authorize any service provider, contractor, or other third party to do so.

Rights to Know, Correct, Delete, and Portability

Depending on the state in which you reside, you may have the right to request access to the personal information Piñata holds about you, to request correction of inaccuracies, to request deletion, and to request a portable copy. To exercise any of these rights, contact privacy@pinata.ai. Piñata will respond within the timeframes required by applicable law and may verify your identity before responding.

Communication Preferences

You may opt out of promotional emails and SMS messages at any time by following the instructions in those communications, by adjusting your account settings, or by contacting support@pinata.ai. Piñata may still send you transactional and account-related communications even if you opt out of promotional communications.

13. Rent Payment Services

If you use Piñata to make rent payments, you authorize Piñata and its payment processors to initiate ACH debits, credit card charges, or other payment transactions from the financial account or payment method you designate. You are responsible for ensuring that sufficient funds are available and that your designated payment method is current.

Reversals and Disputes

If a payment is reversed, charged back, or disputed for any reason, you authorize Piñata to attempt to recover the amount owed, including by debiting your designated account or payment method. Piñata may charge a fee for reversed or unsuccessful payments, and reserves the right to suspend your access to the Services if you have an outstanding balance owed to Piñata, your PMC, or any third party in connection with the Services.

No Refund of Payments

Piñata does not provide refunds for rent payments that have been successfully processed and transmitted to your PMC. Any dispute regarding the amount or applicability of a rent payment must be resolved between you and your PMC.

14. Acceptable Use

You agree to use the Services only for lawful purposes and in accordance with these Terms. You agree not to: (a) violate any applicable law or regulation; (b) use the Services to harass, threaten, or harm any other person; (c) impersonate any other person or misrepresent your identity or affiliation; (d) attempt to gain unauthorized access to any part of the Services or any related system; (e) interfere with or disrupt the Services or any servers or networks connected to the Services; (f) use any robot, scraper, or other automated means to access the Services except as expressly permitted by Piñata; or (g) engage in any other conduct that Piñata determines, in its reasonable discretion, is harmful to Piñata, the Services, or other users.

15. Intellectual Property

The Services, including all content, software, code, designs, trademarks, logos, and other materials made available through the Services, are owned by Piñata or its licensors and are protected by intellectual property laws. Piñata grants you a limited, non-exclusive, non-transferable, revocable license to use the Services solely for your personal, non-commercial use, subject to these Terms. You may not copy, modify, distribute, sell, lease, reverse engineer, or create derivative works of the Services or any part of them, except as expressly permitted by these Terms or by applicable law.

"Piñata" and the Piñata logo are registered trademarks of Piñata Rent, Inc. You may not use Piñata's trademarks without Piñata's prior written consent.

16. Third-Party Services

The Services may contain links to, or integrations with, third-party websites, applications, products, or services that are not operated by Piñata. Piñata is not responsible for the content, accuracy, privacy practices, or other aspects of any third-party website or service. Your use of any third-party website or service is subject to the terms and privacy policy of that third party.

Some Services include features or content provided by Piñata's partners, including PMCs, CRAs, payment processors, identity verification providers, brand and merchant partners in the Marketplace, and ad-technology service providers. Piñata is not responsible for the actions, omissions, content, or services of any partner, except as expressly set forth in these Terms.

17. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. PIÑATA, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND

ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. PIÑATA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY DEFECTS WILL BE CORRECTED.

PIÑATA DOES NOT GUARANTEE ANY PARTICULAR RESULT FROM YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY PARTICULAR CHANGE IN YOUR CREDIT SCORE OR ANY OTHER FINANCIAL OUTCOME.

18. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PIÑATA, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR USE, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES, EVEN IF PIÑATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PIÑATA'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT YOU PAID TO PIÑATA IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100).

The limitations in this Section 18 do not apply to liability resulting from Piñata's willful misconduct or gross negligence, or to any liability that cannot be limited under applicable law.

19. Indemnification

You agree to indemnify, defend, and hold harmless Piñata, its affiliates, and their respective officers, directors, employees, agents, and licensors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) your use of the Services in violation of these Terms; (b) your violation of any applicable law or regulation; (c) your infringement of any third party's intellectual property or other rights; or (d) any content you submit, post, or transmit through the Services.

20. Dispute Resolution; Arbitration; Class Action Waiver

Please read this section carefully. It affects your legal rights and includes a mandatory arbitration provision and a waiver of class actions.

Informal Resolution

Before filing a claim against Piñata, you agree to attempt to resolve the dispute informally by contacting support@pinata.ai. Piñata will attempt to resolve the dispute by contacting you. If the dispute is not resolved within sixty (60) days, either party may proceed to formal resolution as set forth below.

Mandatory Arbitration

Except as expressly set forth below, any dispute, claim, or controversy arising out of or relating to these Terms or the Services (a "Dispute") will be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. The arbitration will be conducted in New York, New York, or, at your election, by video conference or written submission. The arbitrator's decision will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

Class Action Waiver

YOU AND PIÑATA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person's claims and may not preside over any form of class, collective, or representative proceeding.

30-Day Opt-Out

You may opt out of the arbitration and class action waiver provisions of this Section 20 by sending written notice to Piñata at 131 Varick Street #1013, New York, NY 10013, postmarked within thirty (30) days of the date you first accept these Terms. Your notice must include your name, email address, mailing address, and a statement that you wish to opt out of arbitration. Opting out does not affect any other part of these Terms.

Exceptions

Either party may bring a claim in small claims court if the claim qualifies under the rules of that court, and either party may seek injunctive or equitable relief in court to protect intellectual property rights or confidential information.

21. Governing Law

These Terms are governed by the laws of the State of New York, without regard to its conflict-of-laws principles. Subject to the arbitration provision above, any legal action arising out of or relating to these Terms must be brought in the state or federal courts located in New York County, New York, and you consent to the personal jurisdiction of those courts.

22. Miscellaneous

Entire Agreement

These Terms, together with the Piñata Privacy Policy and the Rewards Rules, constitute the entire agreement between you and Piñata with respect to the Services and supersede all prior or contemporaneous agreements, communications, and proposals, whether oral or written.

Severability

If any provision of these Terms is held to be unenforceable, the remaining provisions will continue in full force and effect, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable while preserving its intent.

No Waiver

Piñata's failure to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision.

Assignment

You may not assign these Terms or your rights under these Terms without Piñata's prior written consent. Piñata may assign these Terms at any time, in whole or in part, without notice.

Geographic Restrictions

The Services are intended for use only by individuals located in the United States. Piñata makes no representation that the Services are appropriate or available for use outside the United States.

23. Contact

If you have questions about these Terms or the Services, you can contact us:

- By email: support@pinata.ai (general support); privacy@pinata.ai (privacy questions); disputes@pinata.ai (credit reporting disputes)
- By mail: Piñata Rent, Inc., 131 Varick Street #1013, New York, NY 10013

Consent Summary

This summary highlights the key consents you give by accepting these Terms. The detailed provisions in the body of these Terms govern in case of conflict.

Credit Reporting: You authorize Piñata to furnish your on-time rental payment data to Experian, Equifax, TransUnion, and other CRAs. You may opt out at any time.

Consent to Score Access and Impact Reporting: Separately from your consent to credit reporting, Piñata may obtain your credit score and related credit attributes from CRAs to track your progress and to create anonymized aggregate impact reports. You may decline or withdraw this consent independently.

Advertising Consent: Piñata may show you advertising and sponsored offers within the Services. With your separate permission, Piñata may personalize that advertising using device identifiers and event data shared with ad-technology partners. Piñata does not use your Social Security Number, financial account information, or credit-bureau data for Advertising. You may withdraw this consent at any time without affecting rent reporting, credit-score access, or rewards.

Sale & Sharing Opt-Out: Under the CPRA and similar state laws, you have the right to opt out of Sale or Sharing of your personal information. Exercise this right at privacy@pinata.ai, via the "Do Not Sell or Share My Personal Information" link, or by enabling a Global Privacy Control signal.

FCRA Rights: Under the FCRA, you have the right to dispute inaccurate information furnished by Piñata to a CRA. Submit disputes to disputes@pinata.ai.

Marketplace: When you choose to engage with brand offers in the Marketplace, Piñata shares the information necessary to fulfill your transaction with the participating brand or merchant. Piñata does not sell your individual information.