



PIÑATA RENT, INC.

PRIVACY POLICY

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Piñata Rent, Inc. (“Piñata,” “we,” or “us”) respects your privacy. This Privacy Policy describes how Piñata collects, uses, discloses, and protects your personal information when you use our websites, mobile applications, and services, including the Piñata website at www.pinata.ai and the Piñata mobile application, as well as embedded components Piñata makes available through property management company and channel partner properties (collectively, the “Services”).

By using the Services, you agree to this Privacy Policy. If you do not agree, please do not use the Services.

This Privacy Policy is incorporated into and supplements the Piñata Renter Terms of Service (available at www.pinata.ai/terms-of-service-renters). Capitalized terms not defined in this Privacy Policy have the meanings given to them in the Renter Terms of Service. Where this Privacy Policy and the Renter Terms of Service overlap, please refer to the Renter Terms of Service for details about specific consents and your rights.

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1. Scope

This Privacy Policy applies to personal information that Piñata collects through the Services. It applies to current Piñata users, former Piñata users, individuals who interact with the Services without creating an account, and individuals whose personal information is provided to Piñata by Piñata's business partners (including property management companies and channel partners).

This Privacy Policy does not apply to information collected by third parties, including brands and merchants featured in the Piñata Marketplace, third-party partners to whom you may be referred, advertising networks operating within the Services, or third-party websites or applications linked to the Services. Those third parties have their own privacy policies.

2. Information We Collect

The categories of personal information we collect depend on how you interact with the Services.

Information You Provide to Us

- **Registration information:** name, email address, mailing address, phone number, date of birth, and lease and property information.
- **Identity verification information:** Social Security Number, driver's license number, passport number, or other government-issued identifiers, where required to verify your identity for credit reporting or other compliance purposes.
- **Financial information:** bank account, credit card, or other payment method information used to make rent payments or Marketplace purchases.
- **Stated preferences:** anticipated move-in timing, budget range, unit size, pet requirements, preferred locations, and similar preferences you provide in connection with rental search or other partner services.
- **Account preferences:** communication preferences, consent settings, and other choices you make through the Services.
- **Customer service information:** information you provide when you contact us for support.

- **Optional content:** photographs, videos, profile information, and other content you choose to upload.

Information Collected Automatically

- **Device and connection information:** IP address, browser type, operating system, mobile device identifiers (including Apple's Identifier for Advertisers (IDFA), Google's Advertising ID (AAID), and Piñata-assigned pseudonymous identifiers), and similar information.
- **Usage information:** pages and screens viewed, features used, links clicked, search queries, items within Partner Experiences viewed, opened, saved, and inquired about, including rental listings, time spent on the Services, and similar interaction data.
- **Location information:** approximate location derived from your IP address.

Information from Third Parties

- **Information from your property management company or channel partner:** lease information, rental payment information, and other property-related information.
- **Information from consumer reporting agencies ("CRAs"):** credit score, score history, score factors, and related credit attributes, where you have separately authorized us to obtain this information under the Credit-Score Access and Program Impact Reporting authorization in the Renter Terms of Service.
- **Information from Referral Partners:** product, service, offer, and listing inventory data, and, where applicable, confirmation of the status of a referral we have made.
- **Information from identity verification, fraud prevention, and KYC providers.**
- **Information from your bank or financial institution,** where you authorize a connection (for example, through Plaid).
- **Information from brand and merchant partners in the Piñata Marketplace,** in connection with rewards redemptions, offers, and purchases.

3. How We Use Personal Information

We use personal information for the following business purposes:

- **Providing and operating the Services,** including processing rent payments, furnishing rental payment data to CRAs in connection with credit reporting, operating the Piñata Points rewards program, operating the Piñata Marketplace, and displaying Partner Experiences including rental listings.

- **Referring you to referral partners**, where you have granted the Partner Referrals authorization described in the Renter Terms of Service, so that those partners may contact you about their products and services.
- **Communicating with you**, including sending transactional and account-related messages, providing customer support, and (with your consent) sending promotional communications.
- **Personalizing your experience**, including showing you relevant offers, rewards, and Partner Experiences (with your consent).
- **Measuring and analyzing the performance and impact of the Services**, including, where you have provided the separate Credit-Score Access and Program Impact Reporting authorization, measuring the effect of rent reporting on renters' credit profiles and creating de-identified, aggregated reports for property management companies and channel partners.
- **Showing you advertising and sponsored offers within the Services**, including, with your separate consent, personalized advertising informed by your in-app activity and device identifiers.
- **Protecting against fraud, security incidents, and abuse.**
- **Complying with legal obligations** and enforcing the Renter Terms of Service and other applicable agreements.
- **With your consent**, or as otherwise permitted by applicable law.

4. Our Commitment Regarding 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, except where you have separately and expressly authorized us to do so or where you have directed a transaction that requires it. Two such circumstances exist.

First, if you have granted the Partner Referrals authorization described in the Renter Terms of Service, Piñata transmits your name, email address, and stated rental preferences to referral partners so that they may contact you directly about available units, and Piñata receives consideration for those referrals. You may browse Partner Experiences within the Services without granting this authorization, and you may withdraw it at any time.

Second, 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.

Outside of these two circumstances, Piñata does not sell your individual information.

5. How We Disclose Personal Information

We disclose personal information in the following categories of circumstances:

Service Providers and Contractors

We disclose personal information to service providers and contractors who perform services on our behalf, including payment processors, cloud hosting and infrastructure providers, identity verification and fraud prevention providers, analytics providers, customer support tools, email and communication providers, and similar vendors. These service providers are contractually obligated to use personal information only to perform their services for Piñata and not for any other purpose.

Property Management Companies and Channel Partners

We disclose personal information to your property management company or channel partner as necessary to provide the Services. This may include confirmation that you have enrolled in rent reporting, your payment status, and de-identified, aggregated metrics. We do not disclose your individual credit score or individual-level credit information to your property management company or channel partner; all such information is provided only in de-identified and aggregated form, as further described in the Renter Terms of Service. We do not disclose to your property management company or channel partner your interactions with Partner Experiences within the Services, or the fact that you have been referred to a Referral Partner.

Consumer Reporting Agencies

We disclose rental payment data and related information to Experian, Equifax, TransUnion, and other CRAs as required to perform credit reporting and as authorized by you under the Renter Terms of Service. This disclosure is governed by the Fair Credit Reporting Act and applicable state laws.

Brand and Merchant Partners in the Marketplace

When you choose to redeem a reward, claim a brand offer, or make a purchase in the Piñata Marketplace, we transmit to the participating brand or merchant the information necessary

to fulfill that transaction — for example, your name, email address, and shipping address. We generally require brand partners to limit their use of this information to fulfilling your transaction. 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.

Referral Partners

Where you have granted the Partner Referrals authorization described in the Renter Terms of Service, we transmit to the applicable Referral Partner your name, email address, the preferences relevant to that Referral Partner's products or services that you have provided to us, and an identifier for the item or items in which you have shown interest, so that the Referral Partner may contact you directly. We receive consideration for these referrals, including payments based on referrals made and on transactions that result from them.

A referral may occur when you contact or inquire through a partner experience, when you save or favorite an item within it, or when your repeated engagement with an item indicates interest in it. We disclose on the relevant screens within the Services which actions may result in a referral and which categories of information may be transmitted.

What we transmit depends on the category of partner:

- **Housing search and rental listing partners:** name, email address, anticipated move-in timing, budget range, unit size preference, pet requirements, preferred locations, and an identifier for the listings in which you have shown interest. We do not disclose the identity of your current property management company or landlord, your lease terms, or your rental payment history to these partners.
- **Moving and relocation partners:** name, email address, anticipated move date, and origin and destination locations at a city or postal-code level.
- **Insurance partners:** name, email address, and coverage-relevant preferences you have provided. We do not disclose your credit score, credit attributes, or any other information obtained from a CRA to an insurance partner.
- **Financial services and payment partners:** name and email address only. Any further information required by such a partner must be provided by you directly to that partner.
- **Utility and home services partners:** name, email address, service location at a city or postal-code level, and anticipated service start date.

Across all categories, we do not transmit to Referral Partners your phone number, Social Security Number, date of birth, government identifiers, financial account or payment-card numbers, credit-bureau data, or any other Sensitive Personal Information. We do not transmit your street address except where you have provided it for the purpose of

obtaining a specific service, as described in the Renter Terms of Service. We do not transmit information about household members other than the account holder.

After a referral, your relationship with the Referral Partner is established independently and is governed by that Referral Partner's own terms and privacy policy, including for purposes of unsubscribing from its communications.

Advertising and Measurement Partners

With your consent (where required), we disclose device identifiers and event data to advertising networks, demand-side and supply-side platforms, ad exchanges, mediation platforms (such as AppLovin MAX or comparable services), measurement and attribution providers (such as AppsFlyer or comparable mobile measurement partners), consent-management platforms, and other ad-technology service providers, solely for the purposes of selecting, delivering, capping the frequency of, and measuring the performance of Advertising. We do not disclose your Social Security Number, financial account information, credit-bureau data, or other Sensitive Personal Information to these partners. See Section 6 for further information about how these activities are characterized under California law.

Legal Requirements and Protection of Rights

We may disclose personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements, to comply with applicable law, regulation, legal process, or governmental request, or to protect the rights, property, or safety of Piñata, our users, or others.

Corporate Transactions

In connection with a merger, acquisition, financing, reorganization, bankruptcy, receivership, sale of company assets, or transition of service to another provider, we may disclose personal information to the relevant counterparties, subject to confidentiality obligations and consistent with this Privacy Policy.

Aggregated and De-Identified Information

We may use and disclose aggregated, de-identified, or anonymized information for any business purpose, including for the creation of Impact Reports for property management companies and channel partners, for research and analytics, and for marketing purposes. Such information cannot reasonably be used to identify you.

With Your Consent

We may disclose personal information with your consent or at your direction.

6. 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 California Privacy Rights Act (“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 the Renter Terms of Service. 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.

Separately, where you have granted the Partner Referrals authorization described in the Renter Terms of Service, Piñata’s transmission of your name, email address, and relevant stated preferences to a Referral Partner in exchange for consideration constitutes a “Sale” of personal information under the CPRA and analogous state laws. Unlike the advertising activities described above, this activity involves information that directly identifies you and permits a third party to contact you. Piñata therefore does not engage in it unless you have affirmatively granted the Partner Referrals authorization, and you may withdraw that authorization at any time as described in Section 7.

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 the Renter Terms of Service. Piñata does not knowingly Sell or Share the personal information of any consumer under sixteen (16) years of age.

Please review Sections 4 and 7 for our commitments regarding individual data and the opt-out mechanisms available to you.

7. Your Privacy Rights and Choices

Depending on the state in which you reside, you may have one or more of the following rights with respect to your personal information. For full details, please review the Renter Terms of Service.

Right to Know

You may request information about the categories and specific pieces of personal information we have collected about you, the sources of that information, the purposes for which we collected it, and the categories of third parties with whom we have shared it.

Right to Delete

You may request that we delete personal information we have collected about you, subject to certain exceptions (for example, where retention is required by law, including FCRA recordkeeping requirements).

Right to Correct

You may request that we correct inaccurate personal information we maintain about you.

Right to Portability

You may request a portable copy of the personal information you have provided to us.

Right to Opt Out of Sale or Sharing

You may opt out of Sale and Sharing of your personal information 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. We process opt-out requests within fifteen (15) business days of receipt.

An opt-out under this section will also cause Piñata to cease transmitting referrals to Referral Partners. You may also withdraw the Partner Referrals authorization on its own, without opting out of Sale and Sharing generally, through your Piñata account settings or by contacting privacy@pinata.ai. Withdrawal does not require any Referral Partner to cease communications it initiated before your withdrawal; to stop those communications, contact the Referral Partner directly.

Right to Limit Use of Sensitive Personal Information

You may 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. As described in Section 8, Piñata does not use Sensitive Personal Information for advertising, audience-segment creation, ad targeting, lookalike modeling, Partner Referrals, Sharing for cross-context behavioral advertising, or Sale.

Right to Non-Discrimination

We will not discriminate against you for exercising your privacy rights.

California Renter Rights — AB 2747

If you are a California renter, additional rights relating to rent reporting are set forth in the Renter Terms of Service and are governed by California Civil Code § 1954.06 (“AB 2747”).

How to Exercise Your Rights

To exercise any of these rights, contact us at privacy@pinata.ai or use the settings and links available within your Piñata account. We may verify your identity before responding to your request, and we will respond within the timeframes required by applicable law (typically 45 days, with possible extensions in limited circumstances).

Authorized Agents

You may designate an authorized agent to make a privacy request on your behalf. We will require the authorized agent to provide proof of your written authorization.

8. Sensitive Personal Information

In connection with the Services, we collect certain categories of “Sensitive Personal Information” as defined under the CPRA, including Social Security Number, driver’s license number, passport number, and financial account information. We collect Sensitive Personal Information solely for the following purposes: to verify your identity, to comply with applicable law (including CRA credentialing requirements), to provide the Services you have requested (including credit reporting and rent payment processing), and to protect against fraud and security incidents.

Piñata does not use Sensitive Personal Information for advertising, audience-segment creation, ad targeting, lookalike modeling, Partner Referrals, 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.

9. Children’s Information

The Services are intended for individuals who are at least eighteen (18) years old. We do not knowingly solicit, collect, or share information from any individual under the age of eighteen. We do not knowingly direct advertising to, collect personal information from, refer to any Referral Partner, or include in any audience segment, any individual under the age of eighteen. We do not use information about household members other than the account holder (including, without limitation, co-occupants or dependents) for advertising purposes.

If we learn that we have collected personal information from a child under thirteen without verified parental consent, we will delete that information promptly. If you believe we may have collected information from a child, please contact us at privacy@pinata.ai.

10. Cookies and Tracking Technologies

We and certain business partners and vendors use cookies, web beacons, software development kits (SDKs), pixels, and other tracking technologies (collectively, “Cookies”) on the Site and within the App. We use Cookies to operate and improve the Services, to remember your preferences, to authenticate users, to analyze usage, to enable advertising and measurement (subject to your consent where required), and for the other purposes described in this Privacy Policy.

You can manage Cookies through your browser settings or, on mobile devices, through your operating system’s privacy settings (including, on iOS, Apple’s App Tracking Transparency framework). Disabling certain Cookies may limit your use of the Services.

11. Retention of Personal Information

We retain personal information for as long as necessary to provide the Services, comply with legal obligations, resolve disputes, enforce our agreements, and for the other business purposes described in this Privacy Policy. Specific retention periods vary by category of information:

- **Account and profile information:** retained for the duration of your account, plus a period thereafter for legal, accounting, and audit purposes.
- **Rental payment and credit reporting data:** retained for at least the period required by the FCRA and applicable state credit reporting laws (generally seven years following the date the information was reported).
- **Sensitive Personal Information (SSN, financial account information):** retained only for as long as needed for the purpose for which it was collected, plus any retention period required by law.
- **Consent records (consent_events):** retained for the duration of your account plus seven years.
- **Partner Experience interaction data:** retained for up to twenty-four (24) months, after which the data is deleted or further de-identified.
- **Partner referral records:** retained for the duration of your account plus three years, for reconciliation, dispute resolution, and audit purposes.
- **Device identifiers and event data used for advertising:** retained for shorter periods, typically 13 to 24 months, after which the data is deleted or further de-identified.
- **De-identified and aggregated data:** retained indefinitely; this data cannot reasonably be associated with any individual.

12. Security

We use physical, electronic, and procedural safeguards designed to protect personal information against unauthorized access, use, alteration, and destruction. We use encryption in transit (TLS/SSL) and at rest for sensitive information, and we restrict access to personal information to personnel who require it to perform their job responsibilities. We periodically review and update our security practices.

Despite our efforts, no security system is impenetrable. If we learn of a security breach affecting your personal information, we will notify you consistent with applicable law.

13. Third-Party Services and Links

The Services may contain links to, or integrations with, third-party websites, applications, products, or services. We are not responsible for the privacy practices of those third parties, and we encourage you to review their privacy policies before providing personal information to them.

Products, services, offers, and rental listings displayed within the Services may be supplied by Referral Partners. Piñata does not control and does not warrant their accuracy, availability, condition, or pricing. If you are referred to a Referral Partner, that partner's handling of your information is governed by its own privacy policy.

14. International Users

The Services are intended for users in the United States. If you access the Services from outside the United States, your information will be transferred to, processed in, and stored in the United States. By using the Services, you consent to this transfer.

15. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. When we make material changes, we will update the "Last updated" date at the top of this Privacy Policy and provide notice through the App, on the Site, by email, or by other means. Your continued use of the Services after we post updated terms constitutes your acceptance of the updated Privacy Policy.

16. Contact Us

If you have questions about this Privacy Policy or our privacy practices, you can contact us:

- By email: privacy@pinata.ai

- By mail: Piñata Rent, Inc., Attn: Privacy, 131 Varick Street #1013, New York, NY 10013