Last Updated: February 12, 2025

This Privacy Policy (the "Privacy Policy") describes how and why Mural Technologies, Inc, ("Mural," "Provider," "we," "us," or "our") might collect, store, use, and/or share ("process") your (the "Customer," "user," "you," "your") information when you use our Services, including when you visit our Site at https://muralpay.com, access and use our SaaS service/application located at our Site, or through the websites and/or mobile applications of any of our third-party financial institution partners (the "Service"), or when you engage with us in other related ways, including job inquiries, sales, marketing, or events.

This Privacy Policy is incorporated by reference into the Mural <u>Terms of Service</u>, and applies to any Order Form between Mural and a Customer unless stated otherwise in such Order Form (the "Agreement"). Please read this Privacy Policy and the Agreement carefully before accessing or using our Services. Capitalized terms not defined in the Privacy Policy shall have the meaning set forth in the Agreement.

We revise this Privacy Statement from time to time to reflect changes to our business, Services, or applicable laws. If the revised version requires notice in accordance with applicable law, we will provide you with 30 days prior notice by emailing your User Account, or by posting notice of the change on our Site, otherwise the revised Privacy Policy will be effective as of the published effective date.

OVERVIEW

OVERVIEW

Mural may collect your information when you access or use our Services. This information which may include Personal Information or Personal Data as defined under the applicable data protection laws, statistical data such as Aggregated and Anonymized Information, and in some jurisdictions Personal Data that is considered Sensitive information.

For most of our Services, we act as a "data controller" or "business", however there are some situations where Mural may also act as a "data processor" or "service provider" when providing services to our *Third-Party Financial Institution*. The "data controller" or "business" (each as defined under applicable data protection laws) is the entity that has the control over the purposes and means by which the data processing is performed. The "data processor" or "service provider" (each as defined under applicable data protection laws) is the entity that processes the Personal Information for the data controller, for the data controller's specific purposes, and as otherwise permitted under applicable data protection laws.

CATEGORIES OF PERSON INFORMAION WE COLLECT

DEFINITIONS

Personal Information or Personal Data. "Personal Information" or "Personal Data" is defined by the applicable data protection law, but at minimum means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked to, directly or indirectly, a particular person. Personal Information does not include Aggregated or Anonymized Data.

Aggregated and Anonymized Data. "Aggregated and Anonymized Data" means that the information is only viewable in groups and as part of a summary, not per the individual, or that the information can no longer reasonably be linked to a particular person or household. Aggregate and Anonymized Data is not Personal Information as personal identities have been removed and is not linked or reasonably likely to link any one individual or household.

Sensitive Information. "Sensitive Information" is a specific subset of Personal Information that includes different types of Personal Information depending on the jurisdiction in which you reside. Sensitive Information may include financial account information, account access credentials, precise geolocation or other data such as health data, genetic data, or biometric information.

CATEGORIES OF PERSONAL DATA WE COLLECT

Personal Information Collected from you

Categories of Personal Information and examples collected from you, including from your interactions with us and use of the Site, Service or Services include:

- Individual Identifiers and Demographic Information: Name, Business Name, Address, Phone Number, Email, IP
 address, Device Information, Information collected from cookies or other tracking technologies, other information
 necessary to establish a User Account.
- Records and Financial Information: credit and debit card information, amounts you send or request, other financial
 information or we may have access to some of your financial information, including bank account numbers and wallet
 keys.
- Internet or network activity: interactions with our Services, Information about response time for web pages, download errors, date and time when you used the Site or Service, IP Address, Location, Browser Type, Browser Plug-In Details, Operating System, Local Time Zone, Date and Time of each Visitor Request (e.g. web pages selected and time spent on each page), Referring Site and/or Search Engine, Device Type (e.g. desktop, laptop, tablet, phone, etc.), Language preferences, transaction details, including the purchase, the amount, currency, and method of payment, the websites you visited before coming to the Site and other usage and browsing information collected through Cookies.
- Sensory Information, such as Audio, Visual or other similar information: User Account profile pictures, Audio Records
 of Customer Support Call recordings when you talk to customer service.
- Professional or employment information: including business information, job title, contact emails, phone numbers and taxpayer ID numbers, employment history, education history.
- Information you provide when you contact us: Your response to surveys, recorded conversations, chat conversations with us, email correspondence with us, account or profile status, repayment history, voice identification, Information about others if you choose to share it with us.
- Sensitive Personal Information: Social Security number, government-issued identification, financials such as partial bank account and routing numbers, credit and debit card information, wallet keys, or voice identification and Photo

Personal Information Collected from the following Sources

We may also obtain the above categories of Personal Information from the following categories of sources:

- *Third parties*: We may collect Personal Information about you from Service Providers, Third-Party Financial Institution, payment partners such as payment processors, previous employers, government entities, or advertising networks, analytics providers, and search information providers.
- Other Users: We may collect Personal Information about you from our users in connection with their use of our Service, including adding you as a User to their organization, or authentication information for funds to be sent to you.

HOW WE USE YOUR INFORMATION

OVERVIEW

We may collect and process your Personal Information for a variety of reasons, including to provide our Services, for security and fraud prevention and to comply with law. In accordance with the California Consumer Privacy Act ("CCPA"), a table regarding Categories of Personal Data, Purpose of Collection and Categories of 3rd parties they are disclosed to is available under the CCPA section of this Privacy Policy and applies to all users of our Services.

USE

We may collect Personal Information to:

- **Provide the Services.** We may use your Personal Information in order for you to access and use our Site and Service, including to send payments, authorize transactions, pay a bill or contact us. We may also use your Personal Information to provide any other services we may offer, including for you to attend our events. In providing you with the Service, we also use information we collect to communicate with you, maintain your account and provide you with support.
- Create an account connection between your User Account and a Third-Party Financial Institution: If you access or use
 our Service through a Third-Party Financial Institution, we may use your Personal Information in order to provide the
 services to you through such partnership.
- Communicate with you. We may use your Personal Information to contact you when you need us, such as answering a
 question you sent to our customer service team.
- Manage Preferences. We may use your preferences for the next time you use the Services, such as whether you choose
 to receive digital receipts via email or text when you checkout.
- Payment Processing. We may use payment information in connection with your use of our Service. Please note that
 we do not store your billing information, but the third-party payment processors we engage may retain your billing
 information in accordance with their own privacy policies and terms.
- Improve the Services. We may use your Personal Information to conduct surveys and research, develop new products and features, test those products and features in development, improve the effectiveness of our Site, Service and marketing efforts, and conduct audits and troubleshooting activities.
- **Comply with law.** We may use your Personal Information to comply with applicable laws and rules and enforce our agreements with you and other people who use our Services.
- **Security and Monitoring.** We may use your Personal Information to diagnose technical issues, conduct audits, and monitor our Service, including unauthorized or illegal use and fraud prevention. In doing so we will protect the rights, safety, and information of our users, third parties, as well as our own.
- *Marketing*. We may use your Personal Information to advertise and market our Services including to send or provide you with advertisements, promotions and offers; analyze whether our advertisements, promotions, and offers are effective; and help us determine whether you may be interested in new products or services.
- Other. We may use your Personal Information for any purpose described when you explicitly give your consent for us to do so, which can be withdrawn at any time. If we need to use your information for other purposes, we will ask your permission first, including your express consent when we use your Sensitive Information.

IF WE COLLECT YOUR SENSITIVE PERSONAL INFORMATION, WE DO NOT USE THAT SENSITIVE PERSONAL INFORMATION FOR ANY OTHER PURPOSE THAN FOR YOU TO ACCESS AND USE OUR SERVICE.

OUR LEGAL BASIS FOR PROCESSING PERSONAL INFORMATION

To the extent that our processing of your Personal Information is subject to certain data protection laws, Mural processes Personal Information on the following legal bases:

- Contract Performance. When you access and use our Service, you agree and accept the Mural Terms of Service, which
 is a contract between you and Mural, and we process your information to provide you with the Service based on
 performing that contract.
- Consent. We rely on your consent to use your Personal Information under specific circumstances, including when you
 decide to participate in any Mural events, research project, beta program, or surveys; when you contact us or inquire
 about a job; or for marketing purposes, where applicable. We may also rely on your consent when you interact with
 our Site. You may withdraw your consent at any time.
- Legitimate Interests. Generally, the remainder of the processing of Personal Information we perform is necessary for
 the purposes of our legitimate interest, for example, for legal compliance purposes, security purposes, or to maintain
 ongoing confidentiality, integrity, availability, and resilience of Mural's systems, Site and Service.

WHO AND HOW WE DISCLOSE PERSONAL INFORMATION

OVERVIEW

We do not sell Personal Information to third parties for money or share your Personal Information for cross context behavioral advertising, including any sensitive personal information.

We will disclose your Personal Information with third parties to help us provide our Services, protect our users from risk and fraud, market our products, and comply with legal obligations.

IF WE DISCLOSE YOUR SENSITIVE INFORMATION, WE DO NOT DISCLOSE THAT SENSITIVE INFORMATION FOR ANY OTHER PURPOSE THAN FOR YOU TO ACCESS AND USE OUR SERVICE WITH YOUR CONSENT, OR AS APPROPRIATE TO CARRY OUT LEGITIMATE BUSINESS ACTIVITIES ALLOWED OR REQUIRED BY LAW.

HOW WE DISCLOSE PERSONAL INFORMATION

We may disclose Personal Information with the following categories of parties, including third parties:

- **Mural**. Mural will share your Personal information with its employees, agents, and affiliates who are authorized by us to access it, and for the purpose of providing you with the Services or as required by law.
- **Collaborating Organizations and Partners.** We may collaborate with other organizations to further provide you with services events or other. In these cases, we may disclose your Personal Information when you sign up or inquire about the additional services.
- Service Providers. We work with a wide range of third-party service providers who help provide and make the Services
 accessible. These include contractors, system integrators, auditors, and others. Mural and our service providers may
 disclose your Personal Information with each other and use it consistent with this Privacy Policy. We may Disclose your
 Personal Information with such service providers, so long as those parties agree to keep your Personal Information
 confidential.
- Other Users. We may disclose your Personal Information to other users, including organization who invite you to access and use our Service or send you payments on or through our Service. Please remember that any information you share in public areas of our Site or Services, such as on message boards, feedback sections or reviews, becomes public and anyone may take and use that information. Please be careful about what you disclose in these portions of our Site or Service and do not post any Personal Information that you expect to keep private.
- Third-Party Financial Institutions and other financial institutions. We may disclose your Personal Information to
 financial institutions with whom you have a relationship in order to fulfil our obligation under the Agreement and
 provide our services.

- **Payment Processors.** We may disclose your Personal Information to facilitate payment processing. The Service is currently run through Stripe, and subject to their Supplemental Terms.
- Fraud Prevention and Identity Verification Agencies. We may disclose your Personal Information to verify you or your
 organization's identity and transaction through our Service.
- Authorities. We may be required by law to disclose your Personal Information, when it is necessary to conform to legal
 requirements or comply with legal process. We may also use your Personal Information to protect our intellectual
 property and enforce the Agreement.
- As Part of a Merger or Sale of Business. We may disclose your Personal Information in connection with a substantial
 corporate transaction, such as the sale of our business, a divestiture, merger, consolidation, or asset sale, or in the
 unlikely event of bankruptcy.

PERSONAL INFORMATION RETENTION, PROTECTION AND LOCATION

HOW LONG WE RETAIN YOUR PERSONAL INFORMATION

We retain Personal Information for as long as needed or is permitted in context of the purpose for which it was collected and consistent with applicable law.

- Personal Information used for the Service is stored for the duration of the relationship plus a period of up to 1 year, unless we need to keep it longer, such as:
 - a legal obligation or compliance with laws to which we are subject is retained consistent with the applicable law, such as under applicable bankruptcy laws and anti-money laundering obligations
 - litigation, investigations, audit and compliance practices, or to protect against legal claims.
- We retain certain Audio data for as long as needed or permitted given the purpose for which it was collected and no more than 1 year after your User Account closes, unless otherwise required by applicable law.

HOW WE PROTECT YOUR PERSONAL INFORMATION

We take reasonable technical and organizational measures to protect the confidentiality, security, and integrity of your Personal Information. The security measures include firewalls, data encryption, physical access controls to data centers, and information access authorization controls. Although we use security measures to help protect your information against loss, misuse, or unauthorized disclosure, we cannot guarantee the security of Personal Information transmitted to us over the Internet. You remain responsible for maintaining the privacy of your User Account including passwords. While we strive to use commercially acceptable means to protect your Personal Information, including aggregating and anonymizing information, there is no guarantee that your Personal Information may not be accessed, disclosed, altered, or destroyed.

The Personal Information we collect is stored on servers located in the United States.

USE OF COOKIES AND TRACKING TECHNOLOGY

USE OF COOKIES

When you interact with our Services, open email we send you, or visit a third-party website for which we provide Services, we use cookies and other tracking technologies such as pixel tags, web beacons, and widgets (collectively, "Cookies") to recognize you as a user, customize your online experiences and online content, including to serve you interest-based advertising, perform analytics; mitigate risk and prevent potential fraud, and promote trust and safety across our Services.

We use cookies to collect statistical information about the ways you use our Service including which pages you visit, which links you use, and how long you stay on each page. Mural may also use cookies to create a database of your previous choices and

preferences, saving you time and effort. When you first access our Service, you will receive a message advising you that cookies are in use. By continuing to browse the Site or use the Service, you agree to our use of cookies as described in the Cookies Policy. The use of cookies by third parties is not covered by our privacy policy, as we do not have access to or control over their cookies.

We use Cookies to collect your device information, internet activity information, and use such data as described above. You can disable or decline some Cookies for our Services. But, since some parts of our Site or Service rely on Cookies to work, those services could become difficult or impossible to use.

Some web browsers have an optional setting called "Do Not Track" (DNT) that lets you opt-out of being tracked by advertisers and some third parties. Because many of our services won't function without tracking data, we do not respond to DNT settings. If you want to know more about how we use cookies. To learn how to opt-out of this kind of tracking technology, visit About Ads.

YOUR DATA PROTECTION RIGHTS

OVERVIEW

You retain the right, at all times, to access, correct, delete, and restrict to use or sharing of your Personal Information. Under applicable data protection law, depending upon the jurisdiction in which you reside and subject to applicable exceptions and definitional differences among various state laws, you may have certain rights about how your Personal Information is collected, stored, used and shared.

We recognize the importance of your ability to control the use of your Personal Information and provide several ways for you to exercise your rights to access (right to know your information), right to know third-parties to which we have disclosed Personal Information, correction, deletion (erasure), and to restrict certain information (right to opt-out of sharing and right to limit use and disclosure of sensitive personal information).

Certain state laws also provide residents of those states with the right to opt out of the "sale" (disclosing Personal Information in exchange for money or other consideration) or "sharing" (disclosing Personal Information for cross-context behavioral advertising) of your Personal Information or use of your Personal Information for certain types of targeted advertising. Global Privacy Control settings is a browser setting that notifies website owners of users' privacy preferences regarding selling or sharing their Personal Information for cross-context behavioral advertising. Mural does not respond to the Global Privacy Control signal because we do not sell or share your data.

We will not deny you services, charge you different prices, or provide you with a different level of service solely for exercising your privacy rights. If you are a California resident, learn more about how we handle your Privacy Rights.

If you are a California resident, please see additional clauses below.

HOW TO EXCERSIE YOUR RIGHTS

If you, or an authorized agent where permitted, want to exercise any of your rights relating to your Personal Information, please contact us at support@muralpay.com or through the Contact Information section below.

Even if you do not have a Mural account, you can submit a request for access, correction, or deletion of your Personal Information by contacting us at support@muralpay.com or through the Contact Information section below.

We'll first need to verify who you are before we can respond to your request. We may ask you to provide us with information necessary to reasonably verify your identity before responding to your request. We will compare the information you submit against our internal business records to verify your identity. If we can't verify your identity, we will not be able to fulfill your request. If we deny your request in whole or in part, you may have the right to appeal the decision. In such circumstances, we will provide you with information regarding the appeals process.

We try to respond to all legitimate requests within 30 days of your request. Occasionally it may take us longer and, in such cases, we will notify you of the delay and may continue to update you regarding the progress of our response.

YOUR RIGHTS

- Right to Correct your Personal Information. We rely on you to update and correct the Personal Information contained
 on your User Account. However, if you are unable to do so, or you wish to have your personal information corrected,
 you may contact us.
- **Right to request a copy of the Personal Information.** If you want to request the data we've collected about you in the past 12 months, you may request access to your personal information by contacting us.
- Right to Delete your Personal Information. You may request that we delete your Personal Information by contacting
 us. We will grant a request to delete Personal Information as required by law, but you should note that in many
 situations we must keep certain Personal Information to comply with our legal obligations, resolve disputes, enforce
 our agreements, or for other required business or legal purposes.
- Opting Out of Advertising. If you wish to limit third parties' collection of information about your use of our Services, you can opt-out of such marketing through the <u>Digital Advertising Alliance</u> or <u>Network Advertising Initiative</u>. Please note that opting out of behavioral advertising does not mean that you will not receive advertisements while using our Services. It will, however, exclude you from interest-based advertising conducted through participating networks, as provided by their policies and choice mechanisms.
 - We may also utilize certain forms of display advertising and other advanced features through third-parties such as Google Analytics, (Remarketing with Google Analytics, Google Display Network Impression Reporting, and Google Analytics Demographics and Interest Reporting). You may control your advertising preferences or opt-out of certain Google advertising products by <u>visiting the Google Ads Preferences Manager</u>, <u>currently available here</u>, or by <u>vising NAI's online resources on their website</u>.
- Opting Out of Marketing. You may opt-out of future marketing emails by following the unsubscribe instructions
 provided to you in the email. Please note that if you access and use our Service, or if you opt-in to Service updates, we
 reserve the right to send you certain communications related to our Service, your User Account or your use of the
 Service, and these transactional messages may be unaffected if you choose to opt-out of marketing communications.

MINORS AND CHILDREN'S PRIVACY

Neither our Site and Service, nor any other services provided by or through Mural, are directed or intended to be used by individuals under the age of 18; if you are not 18 years or older, do not use our Services. We do not knowingly collect Personal Information from children under the age of 18 unless a parent has consented to it. If we learn that Personal Information of persons less than 18 years-of-age has been collected through our Services, we will take the appropriate steps to delete that information. If you are a parent or guardian and discover that your child or a minor under the age of 18 has posted, submitted, or otherwise communicated Personal Information to our Service without your consent, then you may alert us at support@muralpay.com so that we may take appropriate action to remove the minor's Personal Information from our systems.

INTERNATIONAL USERS

If you are located in another jurisdiction, you should be aware that once your Personal Information is submitted through our Service, it will be transferred to our servers in the United States. By visiting our Site, using our Service, or providing us with any Personal Information, you consent to the transfer, processing and storage of your Personal Information in the United States, a jurisdiction in which the privacy laws may not be as comprehensive as those in the country where you reside, and that the United States currently does not have uniform data protection laws in place.

THIRD PARTY LINKS AND SUPPLEMENTAL TERMS

Third-Party Links

Our Site may contain links to third party websites, applications and services not operated by Mural. These links are provided as an additional service to you and do not imply any endorsement by us of the activities or content of these sites, applications, or services nor any association with their operators. Mural is not responsible for the terms of use, privacy policies or practices of

any third-party including websites or services directly linked to our Site. We encourage you to review the privacy policies of any third-party site that you visit from our Site.

Supplemental Terms

Third party technology is integrated into the Service for such features as authentication, transactions and key management. You agree that use of such features shall be governed by the Supplemental Terms as stated in the Agreement. Mural is not responsible for the terms of use, privacy policies or practices of any third-party technology provider including websites or services directly linked to our Service. We encourage you to review the privacy policies of any third-party technology provider that you visit from our Service.

CHANGES TO OUR PRIVACY POLICY

We reserve the right to update this Privacy Policy at any time, without prior notice to you, and any changes will become effective immediately upon posting. If we make material changes to this privacy policy, we will notify you by email via the primary e-mail address specified on your User Account or through a notice on Site or Service. You are responsible for ensuring we have an upto-date, active, and deliverable email address for you or if you do not have a User Account, and for visiting our Site and this Privacy Policy to check for any changes. Your continued use of our Services following posting of any Privacy Policy changes constitutes your acceptance of such changes. The effective date of this Privacy Policy, and the last revised date is identified at the top of the page.

CONTACT US

If there are any questions regarding this privacy policy or you would like exercise any of your right regarding your Personal Information, you may contact us at support@muralpay.com

Or by writing a letter to the following address:

Mural Technologies, Inc. Attn: Data Privacy Team 169 Madison Ave #2476 New York, NY 10016

CCPA CALIFORNIA NOTICE

This CCPA California Notice at Collection describes: (1) the purpose for which we use each category of "Personal information" we collect; and (2) the categories of third parties to which we (a) disclose Personal Information for a business purpose, (b) "share" Personal Information for "cross-context behavioral advertising," and/or (c) "sell" such Personal information.

Under California law, "sharing" is defined as the sharing or disclosure of CCPA Personal Information by a business to a third party, for the targeting of advertising to a consumer based on that consumer's personal information obtained from the consumer's CCPA activity across businesses, websites, applications, or services, other than those with which a consumer uses or directs a business to internally disclose CCPA personal information or intentionally interact with one or more third parties.

"Selling" is defined as the disclosure of CCPA personal information to third parties in exchange for monetary or other valuable consideration, but does not apply to such disclosures when a consumer uses or directs a business to intentionally disclose CCPA personal information or interact with one or more third parties.

We do not sell or share your CCPA personal information, including any Sensitive CCPA personal information, outside the exceptions. We also do not sell or share, and have no actual knowledge that we have sold or shared any CCPA personal information of anyone under 18 years of age.

For more information about each category, purpose of use, and the third parties to which we disclose Personal Information, please see the "CATEGORIES OF PERSONAL INFORMATION WE COLLECT", "HOW WE USE PERSONAL INFORMATION," and "WHO AND HOW WE DISCLOSE PERSONAL INFORMATION" sections.

Categories of Personal Information	Purpose of Collection	Categories of 3 rd Parties with whom
		Mural discloses such Personal
		Information for Business Purpose
Individual Identifiers and Demographic Information	 Provide the Services Create an account connection between your User Account and a Third-Party Financial Institution Communicate with you Manage Preferences Payment Processing Improve the Services Comply with laws Security and Monitoring Marketing Other 	 Mural affiliates or contractors Collaborating Organizations and Partners Service Providers Other Users Third-Party Financial Institutions and other financial institutions Payment Processors Fraud Prevention and Identity Verification Agencies Authorities As part of a Merger of Sale
Records and Financial Information	 Provide the Services Create an account connection between your User Account and a Third- Party Financial Institution Communicate with you Manage Preferences Payment Processing Improve the Services Comply with laws Security and Monitoring Marketing Other 	Mural affiliates or contractors Service Providers Other Users Third-Party Financial Institutions and other financial institutions Payment Processors Fraud Prevention and Identity Verification Agencies Authorities
Internet or network activity	 Provide the Services Communicate with you Manage Preferences Improve the Services Comply with laws Security and Monitoring Marketing 	 Mural affiliates or contractors Collaborating Organizations and Partners Service Providers Other Users Third-Party Financial Institutions and other financial institutions Payment Processors Fraud Prevention and Identity Verification Agencies Authorities
Sensory Information, such as Audio, Visual or other similar information	 Provide the Services Communicate with you Payment Processing Improve the Services Comply with laws Security and Monitoring Other 	 Mural affiliates or contractors Collaborating Organizations and Partners Service Providers Other Users Third-Party Financial Institutions and other financial institutions Payment Processors Fraud Prevention and Identity Verification Agencies Authorities

Professional or employment information	 Provide the Services Communicate with you Comply with laws Security and Monitoring Other 	 Mural affiliates or contractors Service Providers Fraud Prevention and Identity Verification Agencies Authorities As part of a Merger of Sale
Information you provide when you contact us	 Provide the Services Communicate with you Payment Processing Improve the Services Comply with laws Security and Monitoring Other 	 Mural affiliates or contractors Collaborating Organizations and Partners Service Providers Other Users Third-Party Financial Institutions and other financial institutions Payment Processors Fraud Prevention and Identity Verification Agencies Authorities
Sensitive Personal Information	 Provide the Services Comply with laws Security and Monitoring 	 Mural affiliates or contractors Service Providers Other Users Third-Party Financial Institutions and other financial institutions Payment Processors Fraud Prevention and Identity Verification Agencies Authorities As part of a Merger of Sale