

Privacy Policy

This Privacy Policy explains how we collect, use, process, and disclose your information within our website and our marketing material. If you see an undefined term in this Privacy Policy, it has the same definition as outlined in the Terms of Service and Terms and Conditions of MyFlats. When this policy mentions MyFlats, it refers to the company MyFlats Alicante SL that is responsible for your information under this Privacy Policy. This Privacy Policy also applies to the Payments Terms of MyFlats ("Payments Terms") and any third party identity verification services.

Information that MyFlats Collects

1.1 Information that you provide MyFlats throughout the booking process.

My Flats collects information you share with us when you use our website.

- Account Information. When you sign up for a MyFlats Account, certain Personal Information is required such as your name, email address, and date of birth.
- Profile Information. To use certain features within our website, MyFlats may also ask you to complete a profile, which may include your address, phone number, and gender.
- Other Authentication-Related Information. To help create and maintain a trusted environment, we may collect identification (like a photo of your government-issued ID) or other authentication information. To learn more, see My Flats Terms and Conditions.
- Payment Information. MyFlats collects your financial information (like your bank account or credit card information) when you use the Payment Services to process payments. These are held by MyFlats, under the terms of the applicable law or by third party payment platforms such as Stripe.
- Communications with MyFlats. When you communicate with MyFlats or use the MyFlats Website, information may be collected from your communication and any information you choose to provide.
- Other Information. You may otherwise choose to provide MyFlats information when you fill in a form, conduct a search, update or add information to your MyFlats Account, respond to surveys, participate in promotions, or use other features of our website.

1.b Information MyFlats Automatically Collects from Your Use of our website and our services.

When you use the MyFlats website, MyFlats collects information about the services you use.

- Usage Information. MyFlats collects information about your interactions with our website, such as the pages or other content you view, your searches for Listings, bookings you have made, and other actions on our website.
- Location Information. When you use certain features of our website, MyFlats may collect different types of information about your general location (e.g. IP address, zip code) or more specific location information (e.g. precise location from your mobile GPS). Most mobile devices allow you to control or disable the use of location services for applications in the device's settings menu.
- Log Data. My Flats automatically collects log information when you use our website, even if you have
 not created a MyFlats Account or logged in. That information includes, among other things: details about
 how you've used the MyFlats website (including links to third party applications), IP address, access times,
 hardware and software information, device information, and the page you've viewed or engaged with before or after using our website.
- Transaction Information. My Flats collects information related to your transactions on the MyFlats website, including the date and time, amounts charged, and other related transaction details.

• Cookies and Similar Technologies. My Flats uses cookies and other similar technologies, such as web beacons, pixels, and mobile identifiers. My Flats may also allow our business partners to use these tracking technologies on our website, or engage others to track your behavior on our behalf.

1.c Information MyFlats Collects from Third Parties.

MyFlats may collect information that others provide about you when they use the MyFlats website, or obtain information from other sources and combine that with information collected through our website.

- Third Party Services. If you link, connect, or login to your MyFlats Account with a third party service (e.g., Facebook, WeChat), the third party service may send us information such as your registration and profile information from that service. This information varies and is controlled by that service or as authorized by you via your privacy settings at that service.
- Background Information. MyFlats may obtain reports from public records of criminal convictions or sex offender registrations. We may use your information, including your full name and date of birth, to obtain such reports.
- Other Sources. To the extent permitted by applicable law, MyFlats may receive additional information about you, such as demographic data or fraud detection information, from third party service providers and/or partners, and combine it with information we have about you. For example, MyFlats may receive background check results or fraud warnings from service providers like identity verification services for our fraud prevention and risk assessment efforts.

Protection and Use of Information we Collect

MyFlats uses, stores, and processes information about you to provide, understand, improve, and develop our website, and to create and maintain a trusted and safer environment.

2.a Provide, Improve, and Develop the MyFlats website.

- Enable you to access and use our website.
- Operate, protect, improve and optimize our website and experience, such as by performing analytics and conducting research.
- Enable you to access and use the Payment Services.
- Provide customer service.
- Send you service or support messages, such as updates, security alerts, and account notifications.

2.b Create and Maintain a Trusted and Safer Environment.

- Detect and prevent fraud, spam, abuse, security incidents, and other harmful activity.
- Conduct investigations and risk assessments.
- Verify or authenticate information or identifications provided by you (such as to verify your Accommodation address or compare your identification photo to another photo you provide).
- Conduct checks against databases and other information sources.
- Comply with our legal obligations.
- Resolve any disputes with any of our users and enforce our agreements with third parties.
- Enforce the Terms of Service, Payments Terms, and other policies of MyFlats.

2.c Provide, Personalize, Measure, and Improve our Advertising and Marketing.

• Send you promotional messages, marketing, advertising, and other information that may be of interest to you based on your communication preferences (including information about MyFlats or partner cam-

paigns and services).

- Personalize, measure, and improve advertising.
- Administer referral programs, rewards, surveys, or other promotional activities or events sponsored or managed by MyFlats or its third party business partners.

- Sharing & Disclosure -

3.a With Your Consent.

MyFlats may share your information at your direction or as described at the time of sharing, such as when you authorize a third party application or website to access your MyFlats Account.

3.b Additional Services by Third Parties

MyFlats may use third party services available through the MyFlats website to assist with managing their Accommodation or providing additional services, such as cleaning services or lock providers. MyFlats may use features on the MyFlats website to share information about the Guest (like check-in and check-out dates, Guest name, Guest phone number, and Guest anonymized email address) with that third party service provider for the purposes of coordinating the stay, managing the Accommodation, or delivering other services.

3.c Identity Verification Service.

MyFlats may share your personal information with a third party to verify your identity. Information may include such information as name, physical address, email address, telephone number, social security number, driver's license number, state or national ID card number, passport number, other ID card number, credit or debit card number, CVV, expiration date, and/or date of birth. In some cases, MyFlats or a third party provider ("We") may collect a visually scanned or photographed image of your face and/or your identification card, driver's license, passport, utility bill, bank account statement, insurance card, or credit/debit card. This image may include your photograph and other information from the imaged document, such as your eye color, weight, height, and organ donor status. We may collect an image of your face that you provide through a mobile app and a photo or scan of your face as it appears on an identification document. A third party may use facial recognition technology only for the purpose of verifying your identity as the person who appears on the identification document. Such shared information will be subject to any applicable third party terms of use and privacy policies.

3.d Safety and Compliance with Law.

MyFats may disclose your information to courts, law enforcement or governmental authorities, or authorized third parties, if and to the extent MyFlats is required to do so by law or if such disclosure is reasonably necessary: (i) to comply with legal process and to respond to claims asserted against MyFlats, (ii) to respond to verified requests relating to a criminal investigation or alleged or suspected illegal activity or any other activity that may expose MyFlats, you, or any other of our users to legal liability, (iii) to enforce and administer MyFlats's Terms of Service, (iv) for fraud investigation and prevention, risk assessment, customer support, product development and debugging purposes, or (v) to protect the rights, property or personal safety of MyFlats, its employees, or members of the public.

MyFlats will attempt to notify Guests about these requests unless: (i) providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law, or (ii) MyFlats believe that providing notice would be futile, ineffective, create a risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud upon MyFlats's property, the MyFlats Website (collectively, "Risk Scenarios"). In instances where MyFlats complies with legal requests without notice for these reasons, MyFlats will attempt to notify the Guest about the request after the fact if MyFlats determine in good faith that MyFlats is no longer legally prohibited from doing so and that no Risk Scenarios apply.

3.e MyFlats Partners

To help us provide the MyFlats website, we may share your information within the MyFlats Partners. The sharing of such information is covered under this Privacy Policy and MyFlats's Terms and Conditions.

3.6 Business Transfers.

If MyFlats undertakes or is involved in any merger, acquisition, reorganization, sale of assets, bankruptcy, or insolvency event, then MyFlats may sell, transfer or share some or all of our assets, including your information. In this event, MyFlats will notify you before your personal information is transferred and becomes sub-

ject to a different privacy policy.

3.7 Aggregated Data.

MyFlats may also share aggregated information (information about our users that MyFlats combines together so that it no longer identifies or references an individual user) and non-personally identifiable information for industry and market analysis, demographic profiling, marketing and advertising, and other business purposes.

- 4. Other Important Information -

4.a Analyzing your Communications.

MyFlats may review, scan, or analyze your communications on our website for fraud prevention, risk assessment, regulatory compliance, investigation, product development, research, and customer support purposes. In some cases, MyFlats may scan, review, or analyze messages to debug, improve, and expand product offerings.

4.b Google Maps/Earth.

Parts of the MyFlats website use Google Maps/Earth services, including the Google Maps API(s). Use of Google Maps/Earth is subject to Google Maps/Earth Additional Terms of Use and the Google Privacy Policy.

– 5. Third Party Partners & Integrations –

The MyFlats website may contain links to third party websites or services, such as third party integrations, co-branded services, or third party-branded services ("Third Party Partners"). MyFlats does not own or control these Third Party Partners and when you interact with them, you may be providing information directly to the Third Party Partner, MyFlats, or both. These Third Party Partners will have their own rules about the collection, use, and disclosure of information. MyFlats encourages you to review the privacy policies of the other websites you visit.

- 6. Security -

We are continuously implementing and updating administrative, technical, and physical security measures to help protect your information against unauthorized access, loss, destruction, or alteration. However, the Internet is not a 100% secure environment so we can't guarantee the security of the transmission or storage of your information.

- 7. Changes to this Privacy Policy -

MyFlats reserves the right to modify this Privacy Policy at any time in accordance with this provision. If My-Flats makes changes to this Privacy Policy, MyFlats will post the revised Privacy Policy on the MyFlats website and update the "Last Updated" date at the top of this Privacy Policy. If you disagree with the revised Privacy Policy, you may cancel your Account. If you do not cancel your Account before the date the revised Privacy Policy becomes effective, your continued access or use of the MyFlats website will constitute acceptance of the revised Privacy Policy.

- 8. Contact -

If you have any questions or complaints about this Privacy Policy or MyFlats information handling practices, please email MyFlats at info@myflat.wwwaz1-lr4.supercp.com