

## Mural Technologies, Inc. Privacy Policy

Last Updated: **April 3, 2024**

This Mural 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 Service, when you visit our website at <https://muralpay.com> (the "Website"), 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 Terms of Service (the "[Terms](#)"). Please read this Privacy Policy and our Terms carefully before accessing or using our Service. Capitalized terms not defined in the Privacy Policy shall have the meaning set forth in the Terms.

### 1. HOW WE COLLECT INFORMATION

**1.1. Information you provide.** The information you provide in order to access or use our Service or Website, including registration information, account information, profile details, inquiries information, and customer support requests. We may also collect information about other people that you provide to us.

**1.2. Automatic Information.** We may collect information about how you use our Service or Website, such as the types of content you view or engage with, and the frequency and duration of your activities, or where you are inquiring information from. **You have options to control or limit how we or our partners use cookies and similar technologies. For more information, please see [www.allaboutcookies.org/cookies](http://www.allaboutcookies.org/cookies).** If you do not wish to receive cookies, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. If you limit or disable the use of cookies when you visit our Website and Service, you may be unable to use their full functionality.

**1.3. Information from third parties.** We may collect information about you from third parties, including through sponsored events, job applications or features through our Service or Website. We may also collect information about you from our service providers, and information from third parties such as advertising networks, analytics providers, and search information providers.

**1.4. Information from Customers.** We may collect information about you from our customers in connection with their use of our Service, including authentication information for funds to be sent to you.

**1.5. Events.** We may collect your information through audio or video recording at any Mural event.

**1.6. Social Media Features.** Mural may collect information from third parties you connect to through the Service, such as LinkedIn. Our Service may include social media features, such as the "Like" button or the "Share This" button. These features may collect your IP address, which page you are visiting on our Service, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our Service. Your interactions with these features are governed by the privacy policy of the company providing the feature.

### 2. THE TYPE OF INFORMATION WE COLLECT

**We collect information which may include Personal Information, statistical data such as Aggregated and Anonymized Information, and in some jurisdictions Personal Information that is considered Sensitive information.**

**2.1. Personal Information.** "*Personal Information*" 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 consumer or household. Personal Information does not include Aggregated or Anonymized Information.

**2.2. Aggregated and Anonymized Information.** "*Aggregated and Anonymized Information*" means that 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 Information is not Personal Information as personal identities have been removed and is not linked or reasonably likely to link any one individual or household.

- 2.3. **Sensitive Information.** “Sensitive Information” is a specific subset of Personal Information that includes different types of information depending on the jurisdiction in which you reside. Sensitive Information may include financial accounts credentials allowing access to an account; precise geolocation; genetic data; biometric information processed to identify a consumer; information concerning a consumer’s health, sex life, or sexual orientation; or information about racial or ethnic origin, religious or philosophical beliefs, or union membership.
- 2.4. **Authentication Information.** To help the government fight the funding of terrorism and money laundering activities, U.S. federal law requires all financial institutions, including our Payment Processor(s), to obtain, verify, and record information that identifies each person who has an account which has the ability to engage in financial transactions on the Service. As a condition of using the Service, we may ask you to provide additional information or copies of identifying documents that will allow us and/or our Payment Processor(s) to identify you.
- 2.5. **Categories.** The following table contains the categories (with non-exhaustive examples) of Personal Information and Sensitive Information we may collect about you. We reserve the right to use and disclose Personal Information to comply with our legal obligations, and to protect and enforce our rights. Additional information on what we may need to collect may be found in our [Documentation](#).

Category	Examples
Individual Identifiers and Demographic Information	Contact details, such as real name, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, Internet Protocol address, Social Security Number, email address, and wallet public keys
Payment Information	Debit and/or Credit Card Information

Internet or Network Activity	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
Sensory Information	Photo ID, Profile Pictures, Video/Audio of events, Audio Records of Customer Support
Professional or Employment-Related Information	Name, contact information, education, employment, employment history, and financial information
Sensitive Personal Information	We may collect your Social Security Number, Drivers License or ID and date of birth for verification of identity purposes and we may have access to some of your financial information, including bank account numbers, routing numbers, and transactions in order to provide the Service to you.

### 3. HOW WE USE YOUR INFORMATION

**3.1. Provide the Service.** We use the information we collect in order for you to use and access our Service and to use any other service we may offer, including for you to contact us, access our website, and 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.

**3.2. Payment Processing.** We will collect 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.

**3.3. Improve the Service.** We use the information we collect to conduct surveys and research, develop new products and features, test those products and features in development, improve the effectiveness of our Service and marketing efforts, and conduct audits and troubleshooting activities.

**3.4. Security and Monitoring.** We use the information we collect 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 members, third parties, as well as our own.

**3.5. Comply with Legal Process.** We may be required by law to disclose certain information we collect, including 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 our Terms.

**3.6. Marketing.** We may use information we collect to advertise and market our Service 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. When you visit or log in to our website, cookies and similar technologies may be used by our online data partners or vendors to associate these activities with other personal information they or others have about you, including by association with your email or home address. We (or service providers on our behalf) may then send communications and marketing to these email or home addresses. You may opt out of receiving this advertising by visiting <https://app.retention.com/optout>

**3.7. As Part of a Merger or Sale of Business.** We may disclose your information we collect 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.

**3.8. Consent.** We use the information we collect 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.**

#### **4. OUR LEGAL BASIS FOR PROCESSING INFORMATION**

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

**4.1. Contract Performance.** When you access and use our Service, you agree and accept our Terms of Service. Our Terms of Service is a contract between you and Mural, and we process your information to provide you with the Service based on performing that contract.

**4.2. Consent.** We rely on your consent to use your information under the following circumstances: when you fill out the information on your account; when you decide to participate in any Mural Events, research project, beta program, or survey; 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 Website. You can access, modify, and delete the information you provide to us through the Service at any time and you may withdraw your consent at any time.

4.3. **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, Website, and Service.

## 5. HOW WE SHARE THE INFORMATION

5.1. **Mural.** Mural will share your information with its employees, agents, and affiliates who are authorized by us to access it, and for the purpose of providing you with the Service or as required by law.

5.2. **Collaborating Organizations.** We may collaborate with other organizations to further provide you with services events or other. In these cases, we may share your information when you sign up or inquire about the additional services.

5.3. **Service Providers.** We work with a wide range of third-party service providers who help provide and make the Service accessible. These include contractors, system integrators, auditors, and others. Mural and our service providers may share your information with each other and use it consistent with this Privacy Policy. We may share your Personal Information with such service providers, so long as those parties agree to keep your Personal Information confidential.

5.4. **Other Users.** Please remember that any information you share in public areas of our Service or Website, 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 Website or Service and do not post any Personal Information that you expect to keep private.

## 6. MURAL DOES NOT SELL OR SHARE PERSONAL INFORMATION.

6.1. **Policy.** We will not sell or share your Personal Information to any third party for their use without your explicit consent.

6.2. **Behavioral-Based Advertising.** We do not participate in behavioral-based advertising also known as Cross-context behavioral advertising.

6.3. **Aggregate and Anonymized Information.** Mural may aggregate and/or anonymize the information you and others make available in connection with the Service. Examples of the type of information we may aggregate include information about product usage, industry insights, hiring trends, etc.. Mural may use, sell, license, and share this aggregated information with third parties for research, business, or other purposes such as to help companies understand more about your activities and interest.

## 7. HOW WE PROTECT THE INFORMATION

7.1. **Security Measures.** We take reasonable technical and organizational measures to protect the confidentiality, security, and integrity of your information. Although we use security measures to help protect your information against loss, misuse, or unauthorized disclosure, we cannot guarantee the security of information transmitted to us over the Internet. While we strive to use commercially acceptable means to protect your information, including aggregating and anonymizing information, there is no guarantee that information may not be accessed, disclosed, altered, or destroyed.

7.2. **Storage and Retention.** The information we collect is stored on servers located in the United States. We will retain your information for as long as needed to provide you with our Service, Website or other services, and as necessary to comply with our legal obligations.

## 8. YOUR RIGHTS REGARDING YOUR PERSONAL INFORMATION

**8.1 Right to Corrections.** We rely on you to update and correct the Personal information contained on your Account. However, if you are unable to do so, or you wish to have your personal information corrected, please follow the Contact Us method below.

**8.2 Access to Your Personal Information.** You may request access to your personal information by contacting us as through the Contact Us method below. We will grant you reasonable access to the personal information that we have about you as required by law.

**8.3 Right to Deletion.** You may request that we delete your personal information by contacting us through the Contact Us method below. 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. Except as provided above, we will delete, aggregate, or de-identify all your personal information upon request, within the timeframes required by law.

**8.4 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 [Digital Advertising Alliance](#) or [Network Advertising Initiative](#). 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 [visiting the Google Ads Preferences Manager, currently available here](#), or by [vising NAI's online resources on their website](#).

**8.5 Opting Out of Marketing.** You may opt-out of future marketing emails by following the unsubscribe instructions provided to you. 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 account or your use of the Service, and these transactional messages may be unaffected if you choose to opt-out of marketing communications.

**8.6 Do-Not-Track.** Some web browsers and devices permit you to broadcast a preference that you not be "tracked" online. At this time, we do not modify your experience based upon whether such a signal is broadcast.

## 9. MINORS AND CHILDREN'S PRIVACY

Our Service, Website and other are not 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 Service. 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 Service Website or other, 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 [privacy@muralpay.com](mailto:privacy@muralpay.com) so that we may take appropriate action to remove the minor's Personal Information from our systems.

## 10. 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 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.

#### **11. THIRD PARTY LINKS**

Our Service 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 Service or Website. We encourage you to review the privacy policies of any third-party site that you link from our service.

#### **12. 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 email address specified in your account or through a notice on the website home page. You are responsible for ensuring we have an up-to-date, active, and deliverable email address for you or if you do not have an account, for visiting our Website and this Privacy Policy to check for any changes. Your continued use of our Service 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 bottom of the page.

#### **13. CONTACT US**

If there are any questions regarding this privacy policy or you would like to access, update, or delete your Personal Information, you may contact us at [privacy@muralpay.com](mailto:privacy@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**

**13.1. Timing.** 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.

**13.2. Legal Obligations.** Upon receiving any request, we may need to verify your identity to determine you are the same person about whom you have inquired. We will only use personal information provided in your request to verify your identity or authority to make the request. You will not be subject to discrimination as a result of exercising your rights described in this Privacy Policy. In some cases, when you exercise one of your rights, we may be unable to comply with the request due to legal obligations or otherwise, or we may be unable to provide you with certain products or services. These responses are not discrimination and our reasons for declining your request or ceasing services will be provided at that time.

**Effective Date: April 3, 2024**