

Privacy Policy

Your Privacy Rights

Last update February 15, 2019.

Thank you for reviewing Silvernest, Inc.'s (collectively, "Silvernest", "we," "us" or "our") privacy policy for its mobile application ("App") and Internet web site located at www.silvernest.com ("Site") related to the use of our roommate matching and rental platform services (the "Services"). This Privacy Policy details certain policies governing our collection and use of personally identifiable information about users of our Site and users of our App.

Privacy Policy Updates

Silvernest may need to update this Privacy Policy from time to time. If so, Silvernest will post our updated Privacy Policy on our Site and on our App, along with notice that the Privacy Policy has been changed so you are always aware of what personally identifiable information we may collect and how we may use this information. Silvernest may also send registered users that have provided us with their email address an email notification notifying such users of any changes to the Privacy Policy. Silvernest encourages you to review this Privacy Policy regularly for any changes. Your continued use of this Site or App and/or continued provision of personally identifiable information to us will be subject to the terms of the then-current Privacy Policy.

Information Collection and Use

You can generally visit our Site and use our App without having to submit any personally identifiable information about yourself to us. However, to use certain services and functionality of the Site and the App (such as to post a property for rent or request to rent such property), you will be required to register for an account with Silvernest. When you register for an account, we will collect your name, email address, mailing address, phone number, date of birth, gender, sexual orientation, photos, religious affiliation, username, password, IP address, browser type, employment information and income level. If you are a posting a property for rent (a “Homeowner”), we will also collect the address of the rental property and we may request your photo of the property. Additionally, we may collect information about you such as your name and email when our partner providers send leads to us.

In addition, as part of the Services, Homeowners may customize fields to gather additional information about potential renters (“Housemates”). These customizable fields may ask for health related information or other information in connection with bartering for rental accommodations.

Housemates and Homeowners may also provide us with their social media profiles and/or Silvernest independently may collect social media profiles and include those profiles in listings and profiles on the Site and the App. Use of the social media platform is subject to the terms of use or service and privacy policy of the applicable social media platform.

If Silvernest re-posts a Homeowner’s rental property listing on other websites, such as Craig’s List, Trulia or HotPads, all re-postings will ultimately be redirected to the Site and the App. If Silvernest re-posts a listing, the Homeowner’s personal information will be linked to the Site and App from such third party websites. and will be subject to such third party’s website terms of

use, privacy policy and other applicable policies. In connection with such re-posting, you acknowledge and agree that Silvernest is not responsible for any violations or misuse of such third party's website terms of use, privacy policy or other applicable policies.

If you contact us with questions or to request information, we will collect the personally identifiable information that you voluntarily transmit with your communications to us. We also may collect personally identifiable information about you that you elect to upload to the Site or our App (such as in rental property descriptions or photos of the properties).

If you will undergo a background check, we will collect the information about you as set forth in the Background Checks and Identity Verification Section below to enable the third party provider to perform the background check.

We may use your personally identifiable information to register you to use our Site and App and to provide our rental platform services to you, contact you to deliver certain services or information you have requested, verify your authority to use the App and the Site, to sign you up to receive certain third party services, to detect fraud, improve the content and general administration of the Site and the App. We may use the personal identifiable information to verify your identity. We may also send you targeted marketing and promotions regarding our App and the Site. If you do not wish to receive these marketing or promotions from us, you may opt-out as set forth in the message.

If you register to use our Site, you may engage in direct messages with another user through the Site or App. Silvernest may collect personally identifiable information that you include in such messages and may review such messages from time-to-time for purposes of confirming compliance with Silvernest's Terms of Use or to detect and/or investigate email scams or similar fraudulent activities.

Additionally, the third party app store providers from which you obtain the App may collect certain data about you, including aggregate data, and your use of the applicable app store is subject to the privacy policy terms of the app store provider. The app store providers may provide us with certain aggregate data about you.

Background Checks and Identity Verification

Silvernest offers you the ability to use various background and/or credit check and identity verification services through third party service providers. Such third party services providers will conduct the background and/or credit check and identity verification based on the personally identifiable information you provide that will be transmitted from Silvernest via API in encrypted form to such third party service provider, including without limitation, your complete social security number or tax identification number, as applicable. Silvernest does not store on the Site or App the background and/or credit check information or resulting report produced by the third party service provider.

Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to ask to provide a form of government identification or other information or to undertake additional checks designed to help verify the identities or backgrounds of users (including, without limitation, background and/or credit checks). Silvernest may also assist in the completion of such identity verification by texting and/or directly contacting the Homeowner or Housemate, as well as reviewing such Homeowner's or Housemate's social media accounts in order to verify the identity of such Homeowner or Housemate. However, Silvernest does not guarantee, nor do we represent or warrant as to, the accuracy of such identity verification.

Your use of third party service providers' background check and/or user verification services is subject to the terms of use and privacy policies located on such third party service providers' websites. However, you may consent through the third party to the release of your background check report to a potential Homeowner/Housemate and Silvernest, as applicable, through the Site or App and/or the third party service.

IF YOU USE THE SITE, APP, SERVICES OR MATERIALS, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT SILVERNEST IS NOT OBLIGATED TO CONDUCT BACKGROUND CHECKS OR IDENTITY VERIFICATION ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, HOUSEMATES AND HOMEOWNERS, BUT MAY ASSIST IN CONDUCTING IDENTITY VERIFICATIONS IN ITS SOLE DISCRETION. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS OF THE SITE, APP OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APP OR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY HOMEOWNERS OR HOUSEMATES. YOU UNDERSTAND THAT SILVERNEST DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, APP OR SERVICES OR TO REVIEW OR VISIT ANY RENTAL PROPERTIES. SILVERNEST MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OF ANY RESULTS OR INFORMATION THAT SILVERNEST MAY OBTAIN WHEN AND IF SILVERNEST ASSISTS IN IDENTITY VERIFICATION. SILVERNEST MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, APP OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, APP OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, APP OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, APP OR SERVICES, INCLUDING,

BUT NOT LIMITED TO, HOUSEMATES AND HOMEOWNERS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON REGARDLESS OF WHETHER SUCH MEETINGS ARE ORGANIZED BY SILVERNEST. SILVERNEST EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY MEMBER OR OTHER THIRD PARTY.

Children's Privacy

Silvernest recognizes the privacy interests of children and we encourage parents and guardians to take an active role in their children's online activities and interests. Neither the Site nor the App are directed to children under the age of 18. Silvernest does not target its App or this Site to children under 18. Silvernest does not knowingly collect personally identifiable information from children under the age of 18. If we learn that a child under the age of 18 provided us with personally identifiable information, we will delete that information. If your child has provided personally identifiable information, please contact us so we can delete it. If you are under the age of 18, please do not provide us with any personally identifiable information.

Cookies

We may use small text files called cookies to improve overall Site experience. A cookie is a piece of data stored on the user's hard drive containing information about the user. Cookies generally do not permit us to personally identify you. We generally use session cookies to save your preferences and such cookies expire when you close your browser. We also use persistent cookies to authenticate users and for support for the internal operations of our Site and App. Silvernest may track users over time and over our Sites but we do not respond to browser do not track signals.

Third parties such as providers of external services like web traffic analysis services may also track users over time and over our Site and third party websites and such third parties may also place cookies, via our Site. These cookies are likely to be analytical, performance cookies or targeting cookies, including:

Google Analytics cookies are used as Silvernest contracts with Google as a third party vendor. You can find out more about this popular website analytics tool here: <http://www.google.com/analytics/index.html>. These cookies collect information about how visitors use a website, for instance which pages visitors go to most often, and if they get error messages from web pages. These cookies don't collect information that identifies a visitor. All information these cookies collect is aggregated and therefore anonymous. It is only used to improve how a website works. All of this information is anonymized. You can find out more about how it protects your data here: <http://www.google.com/analytics/learn/privacy.html>.

Social Plugins on Our Site and App

We may use social plugins on our Site and App and may include icons that allow you to interact with third party social networks such as Twitter and Facebook. For example, you may sign in to the Site with Facebook, include your social media profile in your listing and you may "like" us on Facebook or follow us on Twitter. The third party social plugin may set a cookie when your browser creates a connection to the servers of such social networks and the plugin may transmit your data to the social networks. Your use of these social plugins is subject to the privacy policies of the third party social networks.

Aggregate Information

Through the third party analytic providers, as discussed above, and directly through our Site, we may track information that will be maintained, used and disclosed in aggregate form only and which will not contain your personally identifiable information. For example, without limitation, the total number of visitors to our Site, the number of visitors to each page of our Site, browser type, External Web Sites (defined below) linked to and IP addresses. We may analyze this data for trends and statistics in the aggregate, and we may use such aggregate information to administer the Site, and gather broad demographic information for aggregate use.

Disclosure

Any information, including personally identifiable information that you include in a rental property listing (such as address or photos) will be publicly available on the Site and App. If you are a Housemate, we will transmit your personally identifiable information, including, without limitation, your name, contact information, and username to the Homeowner to enable you to enter into a lease agreement with such Homeowner. In addition, the Homeowner may request, and you may consent to allow the Homeowner to, access to your background check report. If you are a Homeowner, we will transmit your personally identifiable information, including, without limitation, your name, contact information and username to the potential Housemates who are interested in your rental property.

We may provide your personally identifiable information and the data generated by cookies and the aggregate information to the vendors and service agencies that we may engage to assist us in providing our services to you for their use solely to provide us with such assistance. For example, our Site is hosted by a third party hosting provider and a third party conducts background

and credit checks and identity verification services. Such third parties' use of your personally identifiable information is subject to the third party's applicable privacy policy terms. We use Stripe for payment, analytics, and other business services. Stripe collects identifying information about the devices that connect to its services. Stripe uses this information to operate and improve the services it provides to us, including for fraud detection. You can learn more about Stripe and read its privacy policy that controls Stripe's use of your information at www.stripe.com/privacy. As part of our Services, you may receive certain insurance coverage from a third party provider and we will provide your name and address to the insurance company so that they can issue the policy.

We will also disclose your personally identifiable information (a) if we are required to do so by law, regulation or other government authority or otherwise in cooperation with an ongoing investigation of a governmental authority, (b) to enforce the Silvernest Terms of Use or user agreements or to protect our rights or (c) to protect the safety of users of our Site and our services. If you purchase third party services on our Site or App, we provide your name and contact information to the applicable third party to fulfill your request for services (such as the legal concierge services).

We will not sell your personally identifiable information to any company or organization. However, some of our partner providers send leads to us and we will notify those partners of which of the leads used our Services. Additionally, we may transfer your personally identifiable information to a successor entity upon a merger, consolidation or other corporate reorganization in which Silvernest participates or to a purchaser or acquirer of all or substantially all of Silvernest's assets to which this Site and/or the App relates.

Third Party Services and Links to Third Party Sites

Silvernest makes certain third party services available on the Site and App, such as the legal concierge services. Silvernest is not the provider of such third party services but Silvernest will provide your name and contact information to such third party. You may be required to agree to terms with the third party provider and/or the applicable attorney(s) that you engage with through the legal concierge services or other third party services.

The Site may provide links to other Web sites or resources over which Silvernest does not have control ("External Web Sites"). Such links do not constitute an endorsement by Silvernest of those External Web Sites. You acknowledge that Silvernest is providing these links to you only as a convenience, and further agree that Silvernest is not responsible for the content of such External Web Sites. Your use of External Web Sites is subject to the terms of use and privacy policies located on the linked to External Web Sites.

Security

We may employ procedural and technological measures that are generally consistent with industry practice. Such measures are reasonably designed to help protect your personally identifiable information from loss, unauthorized access, disclosure, alteration or destruction. Silvernest may use encryption, secure socket layer and password protection to help prevent unauthorized access to your personally identifiable information.

Updating Personally Identifiable Information

Silvernest provides you with the ability to review and update the registration information that you provide to us by accessing and modifying this information

in your account online or by contacting us at privacy@silvernest.com or 2301 Blake St, Denver, CO 80205, Attn.: Compliance Officer.

Questions

If you have any questions regarding this Privacy Policy please contact us via email at privacy@silvernest.com or 2301 Blake St, Denver, CO 80205, Attn.: Compliance Officer.

Users Outside of the United States

Our Site and App are targeted to users in the United States (U.S.). Our computer systems and third party hosting provider systems are currently based in the U.S., so your personal data will be processed by us in the U.S. where data protection and privacy regulations may not offer the same level of protection as in other parts of the world, such as Canada. If you create a user account with the App or the Site as a visitor from outside the United States, by using the App or the Site you agree to this Privacy Policy and you consent to the transfer of all such information to the United States, which may not offer an equivalent level of protection of that required in Canada or certain other countries, and to the processing of that information as described in this Privacy Policy. In our discretion, we may adopt other means, such as entering into Model Contract Clauses, or enter into different certification programs under applicable law for ensuring adequate safeguards.

The English text of this Privacy Policy constitutes the sole authentic text. If there is any discrepancy between the English text and a translation into a foreign language, the English text shall prevail.