

DRAFT — NOT FOR PUBLICATION UNTIL REVIEWED BY LEGAL COUNSEL

This draft contains bracketed placeholders and unresolved decision points listed in Appendix A. Delete this banner before publishing.

The Student Advantage LLC

PRIVACY POLICY

Effective Date: [DATE] · **Last Updated:** [DATE]

1. Introduction

The Student Advantage LLC (“Company,” “we,” “us,” or “our”) manages student housing communities. We respect your privacy and are committed to handling your personal information responsibly. This Privacy Policy explains what information we collect, how we use and share it, how we protect it, and the choices and rights available to you.

This Policy applies to information we collect through our websites, resident portals, mobile applications, leasing offices, and communities we manage, and through our interactions with prospective residents, applicants, residents, guarantors, cosigners, guests, and vendors.

Please read this Policy carefully. If you do not agree with our practices, please do not submit information to us or use our services.

2. Information We Collect

The information we collect depends on your relationship with us.

2.1 Prospective Residents and Applicants

- Full name, including any former or maiden names
- Date of birth
- Social Security number or Individual Taxpayer Identification Number
- Driver's license, state identification, or passport number and images
- Immigration or visa status documentation, where required for identity verification
- Contact information, including mailing address, telephone number, and email address
- Residential history and prior landlord references
- Employment history, income, and financial information
- Bank account information and payment card information
- Student status, institution of enrollment, expected graduation date, and class standing
- Emergency contact information
- Vehicle information, including make, model, and license plate
- Information about pets or assistance animals
- Roommate preferences and lifestyle information used for roommate matching
- Criminal history, eviction history, and credit information obtained through screening

2.2 Guarantors and Cosigners

Because many of our residents are students, leases are frequently guaranteed by a parent, guardian, or other third party. From guarantors and cosigners we collect name, contact information, date of birth,

Social Security number, income and employment information, financial account information, and screening results.

2.3 Residents

During your tenancy we collect and maintain lease documents and addenda, rent payment and account ledger history, maintenance and service requests, community violation and incident reports, package and key or access-credential records, amenity reservations and usage, correspondence with our staff, and renewal and move-out documentation.

2.4 Guests, Visitors, and Occupants

We may collect the name and contact information of guests, authorized occupants, and visitors, including sign-in records and access credentials issued for entry to the community.

2.5 Video Surveillance and Access Control

We operate video surveillance cameras in common areas and building entrances at [COMMUNITIES WITH CAMERAS]. We also maintain electronic access-control records showing the use of key fobs, access codes, or credentials at building and amenity entry points. Cameras are not placed in restrooms, individual dwelling units, or other areas where a reasonable expectation of privacy exists.

2.6 Website, Portal, and Application Users

- Account registration and login credentials
- Information you submit through online forms, applications, and service requests
- IP address, browser type, device identifiers, and operating system
- Pages viewed, links clicked, referring pages, and dates and times of access
- Information collected through cookies and similar technologies, as described in Section 8

2.7 Sensitive Information

Some information we collect is considered sensitive under applicable law, including Social Security numbers, government identification numbers, financial account information, immigration status, and information about disabilities submitted in connection with a request for reasonable accommodation or modification. We collect sensitive information only where necessary for the purposes described in this Policy and handle it in accordance with applicable law.

3. How We Obtain Information

We obtain information directly from you when you inquire about a community, tour a property, submit an application, sign a lease, make a payment, submit a service request, or contact our staff. We also obtain information from third parties, including:

- Consumer reporting agencies and tenant screening companies
- Prior landlords, employers, and references you provide
- Guarantors, cosigners, roommates, and authorized occupants who provide information about you
- Educational institutions, where you have authorized enrollment or eligibility verification
- Payment processors and financial institutions
- Property owners and prior management companies for communities we assume management of
- Public records and government databases

4. How We Use Your Information

- To evaluate rental applications and determine eligibility for residency
- To verify your identity, income, employment, rental history, and student status
- To prepare, execute, administer, and enforce leases and related agreements
- To collect rent and other charges and to maintain resident account ledgers
- To perform roommate matching and unit assignment
- To respond to maintenance and service requests and to operate and maintain the community
- To communicate with you about your tenancy, account, community events, and emergencies
- To provide access to buildings, units, and amenities
- To protect the safety and security of residents, staff, guests, and property
- To investigate and respond to incidents, complaints, and lease violations
- To pursue collections, evictions, and other legal remedies
- To comply with legal obligations, including fair housing, tax, and reporting requirements
- To improve our services, websites, and operations
- To market our communities and services to you, subject to your rights described in Section 9

5. How We Share Your Information

We do not sell your personal information for money. We share personal information in the following circumstances:

5.1 Categories of Recipients

- Property owners and ownership entities for the communities we manage
- Consumer reporting agencies and tenant screening providers
- Payment processors, banks, and financial institutions
- Software and technology vendors, including property management, resident portal, and payment platforms
- Insurance carriers and renters insurance verification providers
- Utility providers and utility billing administrators
- Collection agencies and credit reporting agencies for delinquent accounts
- Attorneys, courts, and process servers in connection with legal proceedings
- Contractors and vendors performing maintenance, repairs, and services
- Educational institutions, where required by an agreement with the institution or authorized by you
- Guarantors and cosigners regarding the account they guarantee
- Emergency responders, law enforcement, and medical personnel in emergencies
- Auditors, accountants, and professional advisors
- Acquirers or successors in connection with a merger, sale, financing, or transfer of a community

5.2 Legal and Safety Disclosures

We may disclose information when we believe in good faith that disclosure is necessary to comply with law, a subpoena, a court order, or other legal process; to enforce our leases and agreements; to protect the rights, property, or safety of the Company, our residents, our staff, or others; or to prevent or investigate suspected fraud or illegal activity.

5.3 Roommates and Occupants

In shared units, certain information may be disclosed to roommates in the ordinary course of managing the unit, such as your name and move-in date. We do not disclose your Social Security number, financial information, or screening results to roommates. Where residents are individually liable under separate leases, we do not disclose your payment or delinquency status to your roommates.

5.4 Guarantors and Parents

If you are an adult resident, we disclose information about your account to a parent or guardian only where that person is a guarantor or cosigner on your lease, where you have provided written authorization, or where disclosure is otherwise permitted or required by law. Being a parent, or paying rent on your behalf, does not by itself entitle a person to access your account information.

6. Tenant Screening and Consumer Reports

We use consumer reporting agencies to obtain credit reports, criminal background reports, eviction history, and rental history in connection with rental applications. These reports are consumer reports under the federal Fair Credit Reporting Act.

If we take an adverse action against you based in whole or in part on information contained in a consumer report — including denying your application, requiring an additional deposit or a guarantor, or approving on conditions — we will provide you with an adverse action notice. That notice will identify the consumer reporting agency that supplied the report, inform you that the agency did not make the decision and cannot explain the reasons for it, and advise you of your right to obtain a free copy of your report from that agency within sixty days and to dispute the accuracy or completeness of any information in it.

We evaluate all applications in accordance with our published rental criteria and applicable fair housing laws.

7. Payment Information

Rent and other payments are processed through third-party payment platforms. When you make a payment through our resident portal, your payment card or bank account information is transmitted to and processed by our payment provider under that provider's own privacy policy and security practices. We receive confirmation of payment and limited account details, such as the last four digits of an account number, and do not retain full payment card numbers on our systems.

Our current payment provider is [PAYMENT PROVIDER]. We will notify you if our payment platform changes. We will never ask you to send payment information by email or text message, and we will never ask you to send payment through a peer-to-peer payment application, gift card, or wire transfer. If you receive a communication that appears to come from us requesting payment by such a method, do not respond and contact our leasing office directly using the telephone number published on our website.

8. Cookies and Tracking Technologies

Our websites and portals use cookies, pixels, and similar technologies to keep you signed in, remember your preferences, measure site performance, and understand how visitors use our sites. Some of these technologies are operated by third parties, including analytics and advertising providers, which may collect information about your online activity over time and across other websites.

Most browsers allow you to refuse or delete cookies through your browser settings. Disabling cookies may limit the functionality of our resident portal. Where required by law, we provide a cookie banner allowing you to manage non-essential cookies.

Depending on how these technologies are configured, certain disclosures to advertising partners may be considered a “sale” or “sharing” of personal information, or targeted advertising, under some state privacy laws. See Section 10 for your rights to opt out. [CONFIRM WITH COUNSEL AND WEB VENDOR]

9. Marketing Communications

We may send you information about our communities, leasing promotions, renewal offers, and events by email, text message, or telephone. You may opt out of marketing emails using the unsubscribe link in any marketing message, and out of marketing text messages by replying STOP. You may not opt out of transactional and operational communications relating to your tenancy, such as rent statements, lease notices, maintenance notifications, emergency alerts, and legal notices.

10. Your Privacy Rights

Depending on your state of residence, you may have some or all of the following rights with respect to your personal information:

- The right to confirm whether we process your personal information and to access it
- The right to obtain a copy of your personal information in a portable format
- The right to correct inaccuracies in your personal information
- The right to request deletion of your personal information
- The right to opt out of targeted advertising, the sale of personal information, and certain profiling
- The right to appeal a denial of a request
- The right not to receive discriminatory treatment for exercising these rights

These rights are subject to exceptions. We may be unable to delete or restrict information we are required to retain under lease obligations, fair housing recordkeeping requirements, tax and financial regulations, litigation holds, or other legal duties.

[STATE-SPECIFIC RIGHTS SECTIONS TO BE ADDED FOR EACH STATE WHERE THE COMPANY OPERATES OR HAS RESIDENTS — SEE APPENDIX A]

10.1 How to Exercise Your Rights

Submit a request by emailing [PRIVACY EMAIL], calling [PRIVACY PHONE], or writing to the address in Section 15. We will verify your identity before responding, which may require you to provide information that matches our records. We will respond within the timeframe required by applicable law, generally forty-five days, and may extend that period where permitted. An authorized agent may submit a request on your behalf with written permission and verification.

11. Data Security

We maintain administrative, technical, and physical safeguards designed to protect personal information against unauthorized access, disclosure, alteration, and destruction. These measures include access controls limiting employee access to information needed for their role, encryption of sensitive data in transit, secure storage of physical records, vendor due diligence and contractual security obligations, and staff training.

No method of transmission or storage is completely secure, and we cannot guarantee absolute security. If we experience a breach of security involving your sensitive personal information, we will notify you and applicable regulators as required by law.

Please help protect your own information by keeping your portal credentials confidential, using a strong and unique password, and notifying us immediately at [PRIVACY EMAIL] if you believe

your account has been compromised or if you receive a suspicious communication that appears to come from us.

12. Data Retention

We retain personal information for as long as necessary to fulfill the purposes described in this Policy and to satisfy our legal, accounting, and reporting obligations. Retention periods vary by record type and are generally driven by applicable statutes of limitation, fair housing recordkeeping rules, and tax requirements. Applications that are denied or withdrawn, lease files, financial records, screening reports, and video footage are each retained according to our records retention schedule and then securely destroyed.

[INSERT SPECIFIC RETENTION PERIODS BY RECORD TYPE — SEE APPENDIX A]

13. Minors

Our communities and services are intended for individuals eighteen years of age and older. We do not knowingly collect personal information from children under thirteen. In limited circumstances, a resident may be a minor under the age of eighteen who is leasing with a parent, guardian, or guarantor. In those cases, we collect only the information necessary to administer the lease and require that a parent, guardian, or guarantor execute the lease. If you believe a child has provided personal information to us without appropriate authorization, contact us at [PRIVACY EMAIL] and we will take appropriate steps.

14. Fair Housing

The Student Advantage LLC is an Equal Housing Opportunity provider. We do not use personal information to discriminate against any person on the basis of race, color, religion, sex, national origin, familial status, disability, or any other characteristic protected by federal, state, or local law. Information you provide in connection with a request for reasonable accommodation or modification, including information about a disability, is used only to evaluate and implement that request and is disclosed only to those who need it for that purpose.

15. Third-Party Websites

Our websites may contain links to third-party sites, including internet listing services, university housing pages, payment providers, and social media platforms. We are not responsible for the privacy practices of those sites. We encourage you to review their privacy policies.

16. Changes to This Policy

We may update this Policy from time to time. When we do, we will revise the Last Updated date above and post the revised Policy on our website. If we make material changes, we will provide additional notice, such as by email or by posting a notice in our resident portal or leasing office. Your continued use of our services after the effective date of a revised Policy constitutes acceptance of it.

17. Contact Us

If you have questions about this Policy or our privacy practices, or if you wish to exercise your rights, contact us at:

The Student Advantage LLC

Attention: Privacy Officer

[STREET ADDRESS]

[CITY, STATE ZIP]

Email: [PRIVACY EMAIL]

Telephone: [PRIVACY PHONE]

Appendix A — Items Requiring Decision or Legal Review

This appendix is an internal working document. Remove it before publishing the Policy.

A.1 Placeholders to Complete

- Effective date and last-updated date
- Registered entity name and state of formation, confirmed against formation documents
- Business address, privacy email address, and privacy telephone number
- Name of current payment provider
- List of communities where video surveillance is in use

A.2 Legal Questions to Resolve With Counsel

- Which states the Company operates in or has residents from. State privacy statutes differ in their thresholds, required disclosures, and response deadlines. Texas, California, Colorado, Virginia, Connecticut, Utah, Oregon, Montana, and others each impose distinct obligations, and state-specific sections must be drafted accordingly.
- Whether the Company meets the applicability thresholds of the Texas Data Privacy and Security Act, and whether the small-business exemption applies. The Act imposes a separate and specific consent requirement for the sale of sensitive personal information.
- Whether the Company is a financial institution subject to the Gramm-Leach-Bliley Act by virtue of any leasing, financing, or payment plan activity, which would trigger separate notice and safeguards obligations.
- Whether the Company receives education records from any university under a contract or affiliation agreement. Institutions bound by FERPA often impose flow-down confidentiality obligations on housing partners, and those obligations must be reflected here.
- Whether any community participates in university-affiliated, public, or subsidized housing programs, which carry additional privacy and recordkeeping requirements.
- Whether the Company's advertising and analytics configuration constitutes a sale, sharing, or targeted advertising under applicable state law, and whether a Do Not Sell or Share link is required.
- Whether text message programs comply with TCPA consent requirements, and whether consent language should be referenced in this Policy.
- Whether biometric access controls are in use at any community. Several states regulate biometric identifiers separately and stringently.
- Record retention periods by category, set in consultation with counsel and reflected in Section 12.
- Breach notification procedures, including the Texas requirement to notify affected individuals without unreasonable delay and to notify the Attorney General where the threshold number of residents is affected.
- Whether a separate applicant-facing privacy notice is required at the point of application, in addition to this Policy.
- Whether vendor agreements contain the data processing terms that state privacy laws require between controllers and processors.

A.3 Operational Follow-Through

- Designate a privacy officer or point of contact responsible for rights requests.
- Establish an intake and identity-verification process for rights requests, with tracking against statutory deadlines.
- Establish an appeal process for denied requests, as several state statutes require.

- Train leasing and maintenance staff on what may and may not be disclosed to parents, roommates, and third parties.
- Confirm that the adverse action notice process described in Section 6 is actually in place and documented.
- Post the Policy at a stable URL and link it from application forms, the resident portal, and lease documents.
- Confirm data handling during the OneSite to Rent Manager conversion, including secure transfer, verification of what the prior vendor retains, and certified destruction of data held by the outgoing system.