

PRIVACY POLICY – ERASMUS STUDENT HOUSING

*Privacy notice pursuant to Articles 13 and 14 of
Regulation (EU) 2016/679 ("GDPR")*

1) Data Controller

The Data Controller is Erasmus Student Housing S.r.l.s. ("ESH"), VAT/Tax Code 02543470500, with registered office at Via Filippo Corridoni 26, 56025 Pontedera (PI), Italy, certified email (PEC) erasmusstudenthousingsrls@pec.it. Privacy contact for requests and rights: privacy@eshousing.it (alternatively via PEC).
DPO: not appointed.

2) Who this notice is addressed to

This notice concerns the processing of personal data carried out through the Erasmus Student Housing website and platform, including: browsing, account registration (student/host), searching for and publishing listings, requests and bookings, payments and Payouts, dashboard management, support, management of disputes/refunds, exercise of the right of withdrawal, content moderation and security.

3) Types of data processed

Browsing data and technical data

During browsing, technical and usage data may be collected (e.g. IP address, logs, device/browser identifiers, access parameters, security events).

Data provided by users – Students

During registration and use of the services, ESH processes the following data:

Mandatory: first name, last name, email, phone number, date of birth, gender, residential address, nationality, profile picture; data required for card payments (handled through the payment provider).

Optional: biography.

Data provided by users - Hosts

For registration and management of the relationship, ESH processes:

Mandatory: first name, last name, email, phone number, date of birth, gender, residential address, nationality, profile picture.

Optional: biography.

Bank details and crediting data. The Host's complete bank details required to execute Payouts (account holder, bank, IBAN, SWIFT) are provided by the Host directly to Stripe Technology Europe, Limited during the Connected Account registration procedure and are processed by Stripe as an independent controller, as described in section 9. ESH does not collect or store such complete details for the execution of transfers; ESH may process data connected with the management, instruction and reconciliation of Payouts, as well as with accounting and tax obligations, to the extent necessary for those purposes.

Data relating to requests, bookings and use of the platform

Data relating to listing searches, booking requests, bookings, dashboard activity, check-in management and operational communications connected with the service.

Data for identity verification (if activated)

ESH provides for the integration of Stripe Identity for identity/document verification. If activated, the document data and the verification outcome information may be processed, in accordance with the methods set out by the service and the settings adopted by ESH, and in accordance with the privacy roles described in section 9.

Data for disputes, refunds and Just Cause

In the event of disputes (e.g. "accommodation not as described"), photo/video materials or other documentation submitted by the User in support may be processed. In the event of a refund request for Just Cause under the Terms and Conditions, the Student may provide documentation that, in certain cases - such as serious illness or death of the Student or of a family member - may include health-related data, which constitute special categories of personal data pursuant to Article 9 GDPR. Such data are processed exclusively for the assessment of the request and for the purposes referred to in section 4, letter G.

Data relating to the internal chat between Student and Host

The Platform makes available an internal chat function between Student and Host. Before accessing this function, the User accepts specific terms of use relating to the chat. The content of communications is processed by ESH and subjected to an automated control system aimed at detecting non-permitted content, as described in section 4, letters A and I. Violations detected by the system are recorded in a counter associated with the User's account, visible to ESH administrators.

4) Purposes and legal bases of processing (Article 6 GDPR)

A) Browsing, technical operation, abuse prevention and security.

Purpose: ensure the operation of the website/platform, prevent abuse and fraud, manage logs and security.

Legal basis: Article 6(1)(f) GDPR (legitimate interest in the security and continuity of the service).

B) Registration, authentication, account management and management of the right of withdrawal.

Purpose: create and manage the account, allow access to and use of the features, manage credentials and dashboard; manage the Student's exercise of the right of withdrawal, including through the digital withdrawal function made available in the Platform interface pursuant to Article 54-bis of Legislative Decree 206/2005; collect and retain the documentation of the Student's consent to the immediate commencement of the service, for evidentiary and contractual-performance purposes.

Legal basis: Article 6(1)(b) GDPR for the performance of the contract and the management of withdrawal; Article 6(1)(c) GDPR and Article 6(1)(f) GDPR for the retention of the documentation of consent to immediate commencement, for evidentiary purposes and for the fulfilment of obligations connected with consumer-protection legislation.

C) Listing search, requests and booking management.

Purpose: allow listing searches, the submission/management of requests, and the finalization and management of bookings and check-in.

Legal basis: Article 6(1)(b) GDPR.

D) Management of payments, Payouts and accounting and tax obligations.

Purpose: allow the execution of payments and transactions through the payment service of Stripe Technology Europe, Limited; manage the Service Fee due to ESH; allow ESH to instruct Stripe Technology Europe, Limited regarding Payouts to Hosts and any refunds, under the conditions of the Terms and Conditions; issue receipts and comply with accounting, tax and legal obligations. It is specified that ESH does not hold or directly move Users' funds: the funds are managed by Stripe Technology Europe, Limited as described in section 9.

Legal basis: Article 6(1)(b) GDPR for the performance of the contract and the service; Article 6(1)(c) GDPR for legal obligations, including accounting and tax obligations.

E) Sharing of contact details between Student and Host after booking confirmation.

Purpose: allow the parties to coordinate check-in and operational aspects of the stay; ESH shares phone/email between Student and Host after booking confirmation.

Legal basis: Article 6(1)(b) GDPR (necessary for the performance of the service).

F) Customer assistance and support.

Purpose: manage requests via email/phone/WhatsApp and ticketing.

Legal basis: Article 6(1)(b) GDPR; where necessary, Article 6(1)(f) GDPR (quality and continuity management).

G) Management of disputes, refunds, Just Cause and legal defence.

Purpose: handle disputes and refund requests, assess the existence of Just Cause, carry out checks, prevent abuse and protect the rights of ESH and of Users, including in legal proceedings.

Legal basis: Article 6(1)(b) GDPR and/or Article 6(1)(f) GDPR. For any health-related data processed in the context of the Just Cause assessment, the legal basis is Article 9(2)(f) GDPR, since the processing is necessary for the establishment, exercise or defence of a legal claim in judicial or out-of-court proceedings.

H) Identity verification (if activated).

Purpose: prevent fraud and increase platform security through identity verification (Stripe Identity).

Legal basis: Article 6(1)(f) GDPR (security/anti-fraud) and, where necessary, Article 6(1)(b) GDPR.

I) Content moderation, suspension and closure of accounts.

Purpose: apply the Platform rules and the Terms and Conditions; assess reports and violations; subject the content of the communications exchanged through the internal chat between Student and Host to an automated control system, structured on a first level based on text patterns (REGEX) and, in the event of an ambiguous outcome, on a second level of verification through an artificial-intelligence language model provided by OpenAI, to which the content is transmitted after pseudonymization, via REGEX, of recognizable text patterns; record detected violations in a counter associated with the account, visible to ESH administrators; adopt measures to remove content, restrict, suspend or close the account; inform the User of the reasons for the decisions taken, handle the data subject's observations and conduct the review of decisions, in accordance with the procedural safeguards provided for by Article 17 of Regulation (EU) 2022/2065 (Digital Services Act).

Legal basis: Article 6(1)(c) GDPR for compliance connected with the obligations set out in Regulation (EU) 2022/2065; Article 6(1)(f) GDPR for ESH's legitimate interest in the proper management of the Platform, in security, in the prevention of unlawful or non-permitted content and in the enforcement of its own rules.

Marketing/Newsletter/Remarketing: not active.

If activated in the future, ESH will update this notice and collect consents where required.

5) Provision of data

The provision of the data necessary for registration, bookings and payments is mandatory in order to use the service; in its absence, it will not be possible to provide the platform's services.

For Hosts, it is also necessary to provide, and to authorize the transmission to Stripe Technology Europe, Limited of, the data indicated in section 9, as they are necessary for the activation of the Connected Account; in the absence of such provision and authorization, the Host will not be able to receive the Payouts relating to their Bookings.

Optional data (e.g. biography) may be omitted without consequences.

6) Data recipients and Data Processors (Article 28 GDPR)

The data may be communicated to external parties, within the limits of the stated purposes, including:

a) Hosting and infrastructure: Vercel Inc. (hosting/app deployment).

b) Payments and payout: Stripe Technology Europe, Limited (management of transactions and fund transfers). The privacy roles relating to the Stripe services - data processor, independent controller and direct relationship with the Host - are detailed in section 9.

c) Identity verification (if active): Stripe Identity, a service of Stripe Technology Europe, Limited. The privacy roles described in section 9 also apply to this service.

d) Anti-bot security: reCAPTCHA (Google LLC).

e) Product analytics: PostHog.

f) Automated content moderation: OpenAI, for the second-level verification of the content of the internal chat between Student and Host, as described in section 4, letter I and in section 10.

g) Assistance/contacts: ticketing tools and communication channels used for support (email, phone, WhatsApp). For assistance via WhatsApp, ESH uses the WhatsApp Business application in its free version, installed on a dedicated

device. The use of this application entails the processing of contact data by WhatsApp LLC and Meta Platforms, Inc. in accordance with WhatsApp's terms of use and privacy notice, accessible through the application itself, over which ESH does not exercise specific negotiating control. The transfer of data to the United States is based on the adherence of WhatsApp LLC and Meta Platforms, Inc. to the EU-U.S. Data Privacy Framework.

h) Advisors (legal/accounting) where necessary.

i) Authorities in the cases provided for by law.

Where required, such parties act as Data Processors pursuant to Article 28 GDPR, except as provided in section 9 in relation to the Stripe services.

The updated list of Processors may be requested at privacy@eshousing.it.

7) Partners, collaborations and "off-platform" sharing

ESH collaborates with partners for promotional activities and to facilitate the matching of demand (students) and supply (hosts). Among the partners indicated by ESH: Jevis Pisa, ESN Florence, Homa Community, Caedepie, ERA (Erasmus Roma Association).

What may be shared: depending on the operational arrangements of the collaboration, contact data (email and phone number) may be shared with partners, in particular in "off-platform" activities.

Privacy roles (in summary):

If the partner receives contact data for its own purposes (e.g. independent management of initiatives/services), it typically acts as an independent controller and will process the data in accordance with its own privacy notice.

If the partner processes data on behalf of ESH and according to ESH's instructions (e.g. purely technical/operational

activity), it acts as a data processor pursuant to Article 28 GDPR.

ESH governs the collaborations through agreements and organizational measures consistent with the actual roles.

8) Privacy roles between ESH and Host

ESH is the Data Controller for the data processed for the management of the platform (account, requests/bookings, payments, support, security).

Hosts, once they have received the students' data necessary to manage the stay and/or the lease, process such data for their own purposes (e.g. management of the lease relationship and connected obligations) as independent controllers.

For the activation and management of the Connected Account necessary to receive payments, the Host establishes a direct contractual relationship with Stripe Technology Europe, Limited, which processes the Host's data as an independent controller as described in section 9.

9) Privacy roles relating to the Stripe payment services

Payments and fund transfers on the Platform are managed by Stripe Technology Europe, Limited, an electronic money institution authorized by the Central Bank of Ireland (authorization number C187865). In relation to the Stripe services, the privacy roles are as follows.

Stripe as data processor.

For the processing carried out on ESH's instructions within the payment service - execution of transactions, Payouts and refunds according to ESH's instructions - Stripe Technology Europe, Limited acts as a data processor pursuant to Article 28 GDPR.

Stripe as independent controller.

For the processing that Stripe Technology Europe, Limited carries out for its own purposes and according to its own determinations - in particular the fulfilment of customer due diligence and anti-money-laundering obligations, fraud prevention, risk management, the issuance and management of electronic money and the obligations connected with its activity as a supervised electronic money institution - Stripe Technology Europe, Limited acts as an independent data controller. In this capacity, Stripe Technology Europe, Limited processes the data in accordance with its own privacy notice, accessible at stripe.com/privacy, over which ESH exercises no control.

Direct relationship between Host and Stripe.

To receive payments, the Host completes a registration procedure managed directly by Stripe Technology Europe, Limited and accepts the Connected Account Agreement, establishing a direct contractual relationship with Stripe. Within this relationship, and for the purposes of identity verification and account management, Stripe Technology Europe, Limited processes the Host's data as an independent controller. ESH transmits to Stripe Technology Europe, Limited the Host's data necessary to enable this procedure - first and last name, email address, nationality, phone number, address and city of residence, postal code - on the basis of Article 6(1)(b) GDPR, as they are necessary for the performance of the service requested by the Host.

10) Transfers to third countries (Articles 44 et seq. GDPR)

Some of the providers used by ESH may entail the transfer of personal data to countries outside the European Economic Area, in particular to the United States.

ESH uses hosting services provided by Vercel Inc., with an infrastructure that may entail the processing of data also

outside the European Economic Area. Vercel Inc. is certified as an active participant in the EU-U.S. Data Privacy Framework, as shown in the official register maintained by the U.S. Department of Commerce, available at dataprivacyframework.gov/list. The transfer of data to Vercel Inc. therefore takes place on the basis of the adequacy decision adopted by the European Commission regarding the EU-U.S. Data Privacy Framework.

ESH also uses the anti-bot security tool reCAPTCHA, provided by Google LLC. Google LLC is likewise certified as an active participant in the EU-U.S. Data Privacy Framework, as shown in the same official register. The transfer of data to Google LLC therefore takes place on the basis of the same adequacy decision. Within the automated moderation of the content of the internal chat between Student and Host described in section 4, letter I, ESH uses OpenAI's standard API infrastructure for a second-level verification of the content flagged as ambiguous by the first automated filter. The content transmitted to OpenAI is first subjected to a masking process via text patterns (REGEX), which ESH considers, as a precaution, a process of pseudonymization and not of anonymization in the technical sense, since the residual risk of re-identification of the data subject cannot be excluded with certainty. The transfer of the data thus pseudonymized takes place, unless otherwise indicated by OpenAI at the time of activation of the service, on the basis of the Standard Contractual Clauses adopted by the European Commission, supplemented by the additional technical and organizational measures deemed necessary following the transfer impact assessment.

Should ESH use, in whole or in part, further non-EEA providers not certified under the Data Privacy Framework, the transfer will take place on the basis of the Standard Contractual Clauses adopted by the European Commission, supplemented by the

additional technical and organizational measures deemed necessary following the transfer impact assessment.

Transfers relating to the Stripe payment services are governed by the safeguard mechanisms adopted by Stripe Technology Europe, Limited within its activity as an electronic money institution, as described in its own privacy notice accessible at stripe.com/privacy.

The data subject may request information on the applicable safeguard mechanisms and a copy of the certification documentation by writing to privacy@eshousing.it.

11) Retention periods

ESH retains the data for the time strictly necessary for the stated purposes and according to the following criteria/terms:

1. Account and profile data (student/host): for the entire duration of the account. In the event of inactivity, retention for 24 months from the last activity, then deletion or anonymization, except where necessary for disputes or legal obligations.
2. Requests and bookings (including operational communications and documentation of consent to immediate commencement of the service under the Terms and Conditions): 5 years from the check-out date or from the closure of the case.
3. Payment/transaction data and accounting/tax documentation: 10 years.
4. Payout reconciliation data and accounting documentation connected with transfers to Hosts: 10 years in relation to accounting obligations and payment traceability. It is specified that the Host's complete bank details (IBAN/SWIFT) are not retained by ESH, as they are processed directly by

Stripe Technology Europe, Limited as described in section 9.

5. Tickets and customer support (email/WhatsApp/ticketing): 24 months from the closure of the request, except for extensions in the event of litigation.
6. Content of the internal chat between Student and Host: 5 years from the check-out date or from the closure of the case to which the communication relates, except for extensions in the event of litigation or of an ongoing moderation procedure.
7. Disputes/refunds and evidence (photos/videos/documentation): until closure of the dispute and thereafter for 5 years; in the event of litigation, until resolution and for a further 10 years.
8. Documentation relating to Just Cause containing special-category data (e.g. medical/health certifications): retained exclusively for the time necessary to assess the request and, in the event of acceptance or rejection, for the period referred to in point 6 in relation to any connected disputes; once that term has elapsed, such data are deleted with priority over the other data of the same case, on account of their special nature pursuant to Article 9 GDPR.
9. Security and anti-fraud logs: 6 months, except for an extension up to 12 months in the event of incidents/technical investigations or protection needs.
10. Cookies and tracking tools: as indicated in the Cookie Policy.

Upon a request to delete the account, ESH will proceed with deletion/anonymization within the limits compatible with the terms above and with legal obligations.

12) Cookies and tracking tools

The site uses cookies and tracking tools, including PostHog (product analytics) and reCAPTCHA (anti-bot security).

The details (types, purposes, third parties, duration, methods for managing preferences) are available in the Cookie Policy.

13) Security measures (Article 32 GDPR)

ESH adopts technical and organizational measures appropriate to the risk, including access controls and application security measures; the authentication system is based on NextAuth with the Prisma adapter, and access to the data is limited to administrators through the database.

14) Rights of data subjects

Data subjects may exercise the rights provided for by Articles 15-22 GDPR (access, rectification, erasure, restriction, portability, objection) by writing to privacy@eshousing.it or to the Controller's PEC.

A complaint may be lodged with the Italian Data Protection Authority (Garante per la protezione dei dati personali).

15) Minors - 18+ policy

Registration and use of the platform are prohibited for persons under 18 years of age. At registration, ESH requests the date of birth and may adopt controls to prevent the creation of accounts by minors.

If ESH becomes aware of the registration of a minor, it will proceed to delete the account and the associated data, except as necessary for legal obligations or its own protection.

16) Updates

ESH may update this notice. The updated version is published on this page with an indication of the date of the last update.

Last update: [to be defined based on the date of publication]

v.2.0.