

## **Bilt Rewards Credit Education Services Terms & Conditions**

- 1. OVERVIEW.** This document describes how the Bilt Rewards Credit Education Services Program works and is an agreement between you and Bilt Technologies, Inc. (“Bilt”). By participating in the Bilt Rewards Credit Education Services Program (the “Program”), you agree to be bound by these terms and conditions for the Program (the “Agreement”), together with the terms of use for the Bilt App, the terms of use for the Bilt website, the terms of use for the Bilt Rewards Program and the Bilt Privacy Policy, each of which is a legally binding contract between you and Bilt regarding your participation in the Program and is incorporated by reference herein. Interpretation of this Agreement and any other Program rules shall be at our sole discretion. Your participation in the Program is expressly conditioned upon your compliance with this Agreement and with all present and future Program rules, terms, regulations, policies and procedures that Bilt may, in its discretion, adopt from time to time. The Program is void where prohibited by law. You agree that use of your account or any feature of this Program indicates your acceptance of the terms of this Agreement.
- 2. ELIGIBILITY; WRITTEN INSTRUCTIONS.**

  - A.** You agree to use the Program only for your own behalf. You will be responsible for all use of your membership number and must notify Bilt immediately of any unauthorized use of your membership number, or the theft or misplacement of your membership number.
  - B.** You understand that by enrolling in the Program, you are providing "written instructions" in accordance with the federal Fair Credit Reporting Act (as amended, "FCRA") for Bilt and its service providers, which may include CSIdentity Corporation (“CSID”), to obtain information from your personal credit profile from Experian, Equifax and Transunion, the three major credit reporting agencies. You authorize Bilt and its service providers to use your Social Security number to access your personal credit profile, to verify your identity, and to provide credit monitoring, reporting, and scoring products.
- 3. DISPUTE RESOLUTION BY BINDING ARBITRATION. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. MOST CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE CUSTOMER'S SATISFACTION BY EMAILING CUSTOMER SERVICE AT [SUPPORT@BILTREWARDS.COM](mailto:SUPPORT@BILTREWARDS.COM). IN THE UNLIKELY EVENT THAT CUSTOMER SERVICE IS UNABLE TO RESOLVE A COMPLAINT YOU MAY HAVE WITH BILT OR BILT'S SERVICE PROVIDER(S) TO YOUR SATISFACTION (OR IF BILT AND/OR BILT'S SERVICE PROVIDER(S) HAVE NOT BEEN ABLE TO RESOLVE A DISPUTE WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), YOU, ON THE ONE HAND, AND BILT AND/OR BILT'S SERVICE PROVIDER(S), ON THE OTHER, EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. WE WILL PAY ALL COSTS OF ARBITRATION, NO MATTER WHO WINS, SO LONG AS YOUR CLAIM IS NOT FRIVOLOUS. HOWEVER, IN ARBITRATION, YOU, ON THE ONE HAND, AND BILT AND/OR BILT'S SERVICE PROVIDER(S), ON THE OTHER, WOULD BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM EACH OTHER PARTY TO THE SAME EXTENT AS YOU AND THEY WOULD BE IN COURT.**

### **Arbitration Agreement:**

**ARBITRATION** – You, on the one hand, and Bilt and/or Bilt’s service provider(s), on the other, agree that any claim or dispute ("Claim") between us shall, at the election of any one of us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its rules for consumer arbitrations. It is the parties' intent that this arbitration provision be construed broadly, including that this arbitration agreement include any Claims by You against Bilt or Bilt’s service provider(s) as well as their respective corporate affiliates for claims arising out of this Agreement directly related to the services or product/service websites. However, any disputes or claims you may have which relate to your credit report, or any claims arising out of or relating to the Fair Credit Reporting Act ("FCRA") and/or the FCRA’s state law equivalent(s), are not subject to or governed by this agreement to arbitrate. You agree that, by entering into this Agreement, you, Bilt and Bilt’s service provider(s) are each waiving the right to a trial by jury or to participate in a class action. At your request, we will promptly reimburse you for your payment of your arbitration filing fee. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, Bilt may pay it directly after receiving a written request). The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. YOU, ON ONE HAND, AND BILT AND/OR BILT’S SERVICE PROVIDER(S), ON THE OTHER, AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless You, on one hand, and Bilt and Bilt’s service provider(s), on the other, agree otherwise, the arbitrator may not consolidate more than one person's Claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision in the preceding sentence is found to be unenforceable, then the entirety of this arbitration provision in this Section 3 shall be null and void. Notwithstanding any of the foregoing provisions, any party may bring an individual action in small claims court. The parties to this Agreement acknowledge that this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow substantive law to the extent consistent with the FAA and shall honor any claims or privileges recognized by law. The terms of this Section 3 shall survive any termination, cancellation or expiration of this Agreement.

**LIABILITY** – NEITHER BILT, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL HAVE ANY LIABILITY TO YOU AS AN AGENT IN OBTAINING COPIES OF: YOUR PERSONAL CREDIT REPORT, CREDIT ALERT REPORT, QUARTERLY UPDATE, OR CREDIT SCORE. NEITHER BILT, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION SUBCONTRACTORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OF THE INFORMATION CONTAINED IN OR PROVIDED IN CONJUNCTION WITH THE PROGRAM SERVICE. NEITHER BILT, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES ASSUME ANY LIABILITY FOR DAMAGES, DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR YOUR REQUEST, USE OR ATTEMPTED USE OF THE SERVICES. NEITHER BILT, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION SUBCONTRACTORS ARE RESPONSIBLE FOR NEGATIVE FACTUAL INFORMATION CONTAINED IN ANY REPORTS YOU RECEIVE AS PART OF THE SERVICE. THE AGGREGATE LIABILITY OF ALL SUCH PARTIES TO YOU IN ANY

EVENT IS LIMITED TO THE AMOUNT WHICH YOU HAVE PAID BILT FOR THE PROGRAM. PROGRAM IS NOT A CREDIT COUNSELING SERVICE AND DOES NOT PROMISE TO HELP YOU OBTAIN A LOAN OR IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THIS AGREEMENT.

- 4. FICO CREDIT SCORE DISCLOSURES.** FICO® Scores are developed by Fair Isaac Corporation. The FICO® Score provided by ConsumerInfo.com, Inc., also referred to as Experian Consumer Services (“ECS”), in Experian CreditWorks<sup>SM</sup>, Credit Tracker<sup>SM</sup> and/or the Program (as applicable) is based on FICO® Score 8, unless otherwise noted. Many but not all lenders use FICO® Score 8. In addition to the FICO® Score 8, ECS may offer and provide other base or industry-specific FICO® Scores (such as FICO® Auto Scores and FICO® Bankcard Scores). The other FICO® Scores made available are calculated from versions of the base and industry-specific FICO® Score models. There are many different credit scoring models that can give a different assessment of your credit rating and relative risk (risk of default) for the same credit report. Your lender or insurer may use a different FICO® Score than FICO® Score 8 or such other base or industry-specific FICO® Score, or another type of credit score altogether. Your credit rating is often the same even if the number is not, but for some consumers the credit rating of FICO® Score 8 (or other FICO® Score) could vary from the score used by your lender. The statements that “90% of top lenders use FICO® Scores” and “FICO® Scores are used in 90% of credit decisions” are based on a third-party study of all versions of FICO® Scores sold to lenders, including but not limited to scores based on FICO® Score 8. Base FICO® Scores (including the FICO® Score 8) range from 300 to 850. Industry-specific FICO® Scores range from 250-900. Higher scores represent a greater likelihood that you'll pay back your debts, so you are viewed as being a lower credit risk to lenders. A lower FICO® Score indicates to lenders that you may be a higher credit risk. There are three different major credit reporting agencies — the Experian credit bureau, TransUnion® and Equifax® — that maintain a record of your credit history known as your credit report. Your FICO® Score is based on the information in your credit report at the time it is requested. Your credit report information can vary from agency to agency because some lenders report your credit history to only one or two of the agencies. So your FICO® Score can vary if the information they have on file for you is different. Since the information in your report can change over time, your FICO® Score may also change.