

**BILT TECHNOLOGIES, INC.  
SERVICES TERMS OF USE**

PLEASE READ THESE SERVICES TERMS OF USE (“TERMS OF USE”) CAREFULLY. BY USING THE BILT REWARDS MOBILE APPLICATION, THE BILT REWARDS WEBSITE OR THE BILT CARD, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR ANY MODIFIED VERSION OF THESE TERMS OF USE, YOU SHOULD NOT USE THE BILT APP, THE BILT WEBSITE OR THE BILT CARD. IF BILT, IN ITS SOLE DISCRETION, DETERMINES YOU ARE USING THE BILT SERVICES IN VIOLATION OF THESE TERMS OF USE, YOUR ACCOUNT WILL BE SUBJECT TO CLOSURE AND YOU WILL NOT RECEIVE ANY ASSOCIATED BILT BENEFITS OR REWARDS.

**I. The Parties to this Agreement.**

These Terms of Use, which may be amended from time to time, are a contractual relationship (“Agreement”) between you (“you” or “your”) and Bilt Technologies, Inc., including its subsidiaries, affiliates, agents, and assigns (collectively, “Bilt” “we,” “us,” “our”), regarding your use of the Bilt Rewards program, the Bilt Rent/Mortgage Payment Service, the Bilt Rent/Mortgage Account and/or the Bilt Card, and other products or service(s) offered through the Bilt Rewards Mobile Application or Bilt Rewards Website (collectively, the “Bilt Service(s)” or “Service(s)”).

**II. Changes to the Agreement**

Bilt may unilaterally decide to change this Agreement from time to time, provided, however, that such changes will not impose additional obligations on you with respect to actions you took before the change became effective unless you specifically agree to such changes. Additionally, YOU AGREE TO ACCEPT ANY CHANGES TO THIS AGREEMENT BY USING THE BILT SERVICES AFTER CHANGES HAVE BEEN POSTED. If Bilt makes any changes to this Agreement that it deems to be material, Bilt will make a reasonable effort to inform you of such changes, but it is your responsibility to review the Agreement posted to our website from time to time to see if it has been changed.

**II. Eligibility.**

To be eligible to use the Services, you must be at least 18 years old and a resident of the United States or its territories, be in good standing in accordance with these Terms of Use, and must keep your payment and personal information accurate and complete. In addition, when using the Services, you will be subject to additional applicable terms and conditions including the Bilt Rewards Terms and Conditions, and additional policies including without limitation, the Privacy Policy and other disclosures made available on our website located at [www.biltrewards.com](http://www.biltrewards.com). All such terms are hereby incorporated by reference into these Terms of Use (provided, however, these Terms of Use will take precedence in the event of conflict). We shall resolve any such conflicts in our sole discretion, and all of our determinations are final. You must fully comply with all Applicable Law and agreements which govern your use of the Services. “Applicable Law” means all federal, state, and local laws, statutes, regulations, rules, orders, supervisory requirements, directives, circulars, opinions, interpretive letters, and other official releases by a regulatory authority or competent court, or any other applicable regulations or operating rules applicable to Bilt or its users, as the case may be, or the Services.

**III. Bilt Rent/Mortgage Payment Services.**

Bilt Rent/Mortgage Payment Services facilitates rent and mortgage payments to your designated third-party landlord, property management company or mortgage servicer

("Payee"). When you enroll in the Rent/Mortgage Payment Services, you will authorize Bilt to facilitate rent and mortgage payments to such Payees, in accordance with these Terms of Use, which may include, but is not limited to, the use of Payees' designated payment portals, and to effect such payments using the payment credentials provided to Bilt for such purpose, including through the payment card account you designate for purposes of the Rent/Mortgage Payment Services (if Bilt allows you to pay with third party payment cards). At time of enrollment and payment authorization, Bilt may require you to provide the amount of your regular rent/mortgage payments, and you understand and agree that Bilt may block payment transactions that significantly differ from the rent/mortgage amount you provide. You understand and agree that Bilt will provide email receipts for all payments processed through the Rent/Mortgage Payment Services, and you agree that such receipts will serve as your confirmation and acceptance of the Rent/Mortgage Payment Services rendered to you.

The Rent/Mortgage Payment Services are exclusively to be used to make an authorized rent or mortgage payment from you, the tenant or homeowner, to your designated Payee, in accordance with these Terms and Conditions, applicable law, and the terms of your agreement with your designated Payee. By instructing Bilt to transfer funds from the Account via ACH you authorize us to charge the payment method linked to the Account. Your authorization for each rent payment is conditional upon having sufficient available funds in your linked payment method at the time of the funding debit. Payments initiated without sufficient funds in the linked funding source are not authorized under these Terms. If a rent or mortgage payment initiated through the Rent/Mortgage Payment Services is returned, declined, or otherwise fails due to insufficient funds or any issue with your linked payment method, you agree that Bilt may charge you a \$50 return fee and the outstanding amount of such payment to the credit line of your Bilt Card. You acknowledge and agree that Bilt's sole role in your relationship with the Payee is in facilitating such payments to the Payee. Notwithstanding the foregoing, Bilt's ability to provide the Services as described herein is dependent upon your timely submission of payment and related information required by Bilt to Bilt and you remain fully liable for payment of all amounts due under the lease. For the avoidance of doubt, in no event shall Bilt be liable for any late fees or penalties assessed by the Payee or any other third party. All late fees or penalties are solely your responsibility. For example, if for any reason a rent or mortgage payment, such as a physical check, does not reach its intended recipient, any late fees or penalties assessed are not the responsibility of Bilt.

**Bilt has a no-refund policy whereby rent or mortgage payments that are submitted by you cannot be cancelled or refunded except as otherwise provided by applicable law or card association rules. For example, if you submit a credit or debit card payment, you are not entitled to a refund on that payment. In the event that Bilt is required to make a refund to you under applicable law or card association rules, you will be fully liable to Bilt and agree to pay Bilt for any losses or expense that Bilt may incur as a result of such refund. You authorize Bilt to initiate additional charges to your Bilt MasterCard or other credit or debit card account you have provided for purposes of the Rent/Mortgage Payment Services to recover any such amounts you owe to Bilt.**

Bilt may charge fees for use of certain Services and any applicable fees will be disclosed to you via the Bilt platform. Such fees may change from time to time and will be presented to you before you confirm a transaction.

Bilt may take the necessary steps to rectify any payment processing errors that we become aware of, which may include crediting or debiting (as applicable) the original

payment method used or selected by you for any error that results in you owing funds to Bilt or Payee, including Bilt mistakenly refunding more than was refundable to you or Bilt or Payee not billing you the correct amount, so that you end up receiving or paying the correct amount. We may also take steps to recover funds sent to you due to a processing error, by reducing, setting off and/or debiting the amount of such funds from any future Payments. Furthermore, for payments made to Payees who do not post rent payments in a timely manner on the first of the month, Bilt may re-run automatic payments on the second of the month if you have autopay set up for the first of the month and didn't have a balance on the first of the month or if you have a payment of under \$400 on the first of the month (in order to handle cases where Payee posted only utilities and not rent on the first of the month). For the avoidance of doubt, Bilt is not obligated to provide a refund for any rent or mortgage payment made on a third party credit or debit card. Additionally, you understand and agree that Bilt is not obligated to refund any third party credit card or debit card fee incurred in connection with your rent or mortgage payment.

In providing the Services, Bilt has no knowledge of, and is not responsible for, any violation of any contractual restrictions or obligations you may have with your Payee, including your landlord's lease agreement and/or terms of use, and you understand and agree that you (and not Bilt) bear full responsibility for any such violation that may result from your use of the Rent/Mortgage Payment Services. In the event Bilt determines, in its sole discretion, that you have used the Rent/Mortgage Payment Services to make a payment other than rent or mortgage to a Payee, Bilt may immediately deactivate your membership in the Bilt Rewards Program, cancel your Bilt Mastercard and/or terminate your access to the Services. If your account is deactivated, you will not be able to access your Bilt Rewards points.

Furthermore, you agree that Bilt, in its sole discretion, may suspend or terminate your access to the Services at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs or losses resulting therefrom.

#### **IV. Agreement to Provide Accurate Information.**

When you provide information to Bilt in connection with the Services, you agree to provide only true, accurate, current, and complete information about yourself. You further agree to keep your information up to date and accurate. Bilt is not responsible for delays or errors in the provision of the Services resulting from your failure to comply with this Section IV.

#### **V. Third Party Providers.**

We may rely on third party providers to assist us in making a Bilt Service available to you. You give us and, as applicable, our third-party providers a limited power of attorney and appoint us and our third party providers as your true and lawful attorney-in-fact and agent to act on your behalf and access, transmit, and use your information as necessary to provide the Services. We have no liability to you for any damages you may suffer as a result of any such third party's actions or inactions or from inaccurate account information.

#### **VI. Use of Bilt Rent/Mortgage Account.**

Bilt may make available to you account details associated with a Bilt Rent/Mortgage Account ("Account"), which is a transaction bank account established by Bilt for your benefit and the benefit of other Bilt customers that can be used by Bilt solely to make rent or mortgage payments to your Payee. The Account details, including account number ("Credentials"), that you are provided are unique to you and are for the sole use of submitting a rent or mortgage payment to your Payee. This Account will be in the name of the financial institution selected by Bilt to hold the Account, and any funds in the Account

will be held by the financial institution for your benefit. You acknowledge and agree that the Account does not provide you with an account with the financial institution, you have no ownership interest in the Account or any funds in the Account, and you cannot give a security interest or pledge this Account. Bilt has the ability to reject any payments it deems to not be valid rent or mortgage payments that a customer makes using a Bilt Rent/Mortgage Account.

For purposes of any of your funds in the Account provided by Bilt through Column N.A., by entering into this agreement, you (i) hereby authorize Bilt to act as your agent and custodian for the limited purpose of entering into an agreement with our bank partner on your held to sweep your funds held in the Account to other depository institutions (“Network Institutions”); (ii) understand and agree that our financial institution partner will act as Bilt’s agent and custodian for the limited purpose of establishing and maintaining deposits at Network Institutions; (iii) understand and agree that you will have no direct relationship with our financial institution partner or the Network Institutions; and (iv) understand and agree that information about your funds may be obtained from Bilt and not our financial institution partner or the Network Institutions.

You may provide your Credentials to your landlord, property manager or mortgage servicer only to originate an ACH debit for the payment of rent or mortgage (and other payment methods, such as checks or wires, are not permitted using the Account). You agree that any payment instructions received by us (such as requests to make a rent or mortgage payment from the Account) will be deemed to be authorized by you, subject to applicable law. The use of any of your Credentials by another person will be as effective as your use of the Credentials, regardless of whether the person affixing the Credential was authorized by you and regardless of the means by which the Credential was affixed, subject to applicable law. You agree to keep confidential and to take all reasonable precautions and make all reasonable efforts to protect the secrecy of all Credentials issued to you, selected by you, or utilized by you. If any of your Credentials become lost or known to another person, you agree to notify us immediately so that a replacement may be issued. Bilt reserves the right, at any time, to refuse to follow any of your payment instructions.

You understand and agree that Bilt is explicitly not responsible for paying any third party convenience fees or other charges made to you by your landlord or property manager.

Bilt may reject (i) any individual rent or mortgage payment in its reasonable discretion, including any rent payment in an amount over \$20,000 (unless you contact Bilt at [support@biltrewards.com](mailto:support@biltrewards.com) for approval prior to initiating the transaction) and (ii) any attempt to make more than one rent payment within a 30 day period (exclusive of NSF’s or blocked or returned payments). Rejected payments may result in you incurring fees or penalties from your property manager or other third party service providers. Please contact Bilt at [support@biltrewards.com](mailto:support@biltrewards.com) before attempting to chargeback or dispute any charge involving your Account. Bilt reserves the right to suspend Rent/Mortgage Payment Services to customers that attempt to chargeback or dispute any payments processed by Bilt.

To the extent you opt to fund an Account payment by debiting a bank account linked to your Bilt account, you acknowledge and agree to do so by originating an ACH debit entry and the following terms shall apply. Unless otherwise defined, all capitalized terms used in this section have the meanings assigned in the National Automated Clearing House Association Operating Rules and Guidelines (the “NACHA Rules”):

- You authorize Bilt's ODFI to process Entries submitted to the ODFI by Bilt on your behalf to Receiver's accounts.
- If you are a Bilt Card holder and have linked a bank account to your Bilt account, you authorize Bilt to initiate a debit Entry from that linked bank account to pay off any housing payment made through the Bilt platform. Such debit Entry will be submitted to the ODFI within one (1) business day of your payment authorization, regardless of the method by which the housing payment was initiated. Bilt maintains transaction records reflecting the initiation, timing, amount, and processing status of each such Entry. These records shall constitute Bilt's authoritative record of your payment activity and may be relied upon for operational, compliance, and dispute resolution purposes.
- You will comply with all obligations of an Originator under NACHA Rules and be bound by NACHA Rules and applicable law.
- You acknowledge that you have a copy of or access to a current version of the NACHA Rules.
- You may only submit ACH transactions with the Standard Entry Code CCD, any other types of transactions require prior approval by us and agreement to additional terms and conditions.
- Bilt or its ODFI may reject any ACH transaction at any time, with or without cause, and you will have no right to cancel or amend an ACH transaction after it has been initiated. We may use commercially reasonable efforts to act on a request by you for cancellation of an entry prior to transmitting it to the ODFI, but we shall have no liability if any requested cancellations or reversals are not affected.
- By initiating a payment from your linked bank account, you represent and warrant that you have received and maintain all necessary consents and authorizations for the processing and origination of all required ACH debits and credits to effectuate the requested transaction.
- We will notify you of the receipt of a returned entry promptly after the settlement day of such receipt. We will not dishonor any returned entry unless you provide us such request in writing, together with any relevant information required under the NACHA Rules, and we receive the written request and information within the relevant timeframe for dishonoring such entry. Notice by us of a returned entry shall be effective when given.
- You allow us or the ODFI to conduct audits you or any Entry, including your compliance with NACHA Rules.
- We may terminate or suspend this Agreement for breach of NACHA Rules in a manner that permits us or the ODFI to comply with the NACHA Rules.

**VII. Misuse of the Services.**

By using the Services, you agree that:

- You will not engage in any activities related to the Services that (i) violate any applicable law, statute, regulation, or ordinance, (ii) breach this Agreement or any other agreement you have with Bilt, (iii) breach your lease or any other agreement you have with your Payee, or (iv) breach your agreement with the issuer of any credit or debit card you designate and authorize Bilt to charge for Rent/Mortgage Payment Services;
- You will not provide false, inaccurate, or misleading information;
- You will not provide information belonging to any person other than yourself or use an account that belongs to another person for yourself or on behalf of another person;
- You will not use the Services to purchase illegal items or conduct any illegal activities or transactions or a good or service deemed unacceptable by Bilt or its

bank partner(s), in their sole discretion;

- You will not use any device, software, routine, file or other tool or technology, intended to damage or interfere with the Services or to surreptitiously intercept or expropriate any system, data, or personal information from the Services; and
- You will not commit unauthorized use of Bilt's website and systems, including but not limited to unauthorized entry into Bilt's systems, misuse of passwords, or misuse of any information posted to the website.

Bilt reserves the right to modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) at any time and for any reason, with or without notice, and without any liability to you or to any third party for any claims, damages, costs, or losses resulting therefrom. Your access to or use of certain Services may be subject to, or require you to accept, additional terms and conditions. If there is a conflict between these Terms of Use and terms and conditions applicable to a specific Service, the latter terms and conditions will take precedence with respect to your use of or access to that Service, unless specified otherwise.

#### **VIII. Opt-Out.**

When using the Services, you may provide us with certain personal information, including your name, username, password, email address, home address, date of birth, and phone number. By providing us with your phone number, you authorize us and our third party service provider, Braze, to contact you via text message (SMS) at that phone number, and you thereby consent to the receipt of such messages. You may opt-out of receiving most of these messages at any time by sending us a request at [support@biltrewards.com](mailto:support@biltrewards.com) or by responding "STOP" to any text message (if you reply "STOP" we will send a SMS message to confirm that you have been unsubscribed after which you will no longer receive marketing SMS messages from us or Braze). For additional information you can reply "HELP" to the short code SMS or you can reach help directly at [support@braze.com](mailto:support@braze.com) or 1-800- 555-5555. You acknowledge that opting out of receiving text messages may impact your use of the Services. More generally, we may use your contact information to send you messages about the Services. You may unsubscribe from some of these messages through your Bilt Account settings, although Bilt reserves the right to contact you when we believe it is necessary, such as for account recovery purposes.

#### **IX. Dispute Resolution.**

THIS SECTION AFFECTS YOUR RIGHTS, PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS OF SERVICE BY USING THE SERVICES OR THE BILT WEBSITE. Except as explicitly provided in this Agreement, any dispute or claim relating in any way to your visit to the Bilt website or your use of the Services, or otherwise arising out of or relating to this Agreement or the Services that cannot be resolved directly between you and Bilt shall be resolved by non-appearance based binding arbitration, rather than in court. Except as otherwise provided in this Agreement, this includes any claims based in contract, statute, tort, fraud, misrepresentation, or any other legal theory. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration and court review of an arbitration award is limited, but an arbitrator can award an individual the same damages and relief as a court and must apply and follow the terms of this Agreement as a court would. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. Either you or we can initiate arbitration through the alternative dispute resolution provider the American Arbitration Association (the "AAA") pursuant to the then-current Supplementary Procedures for Consumer-Related Disputes (the "Consumer Rules"), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are

determined by the arbitrator to be excessive, Bilt will pay all arbitration fees and expenses.

The arbitration shall be conducted by telephone or electronic means and/or shall be solely based on written submissions, the specific manner of which shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless the arbitrator determines that an in-person hearing is necessary based on the request of one of the parties and any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction. You and Bilt each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial and agree to proceed only on an individual basis and not in a class, consolidated, or representative action. The parties hereby appoint the arbitrator the exclusive power to rule on any challenges to the requirement for the use of alternative dispute resolution process in these terms. We also both agree that you or we may bring suit in court to obtain interim or preliminary injunctive relief necessary to protect the rights or property of you or Bilt and all its partners, affiliates, shareholders, employees, and agents of any kind (together, our "Affiliates"). Except as explicitly provided elsewhere in this Agreement, all claims you bring against Bilt must be resolved in accordance with this Section. Any claim filed or brought contrary to this Section shall be considered improperly filed. Should you file a claim contrary to this Section, Bilt may recover from you attorneys' fees and costs up to \$1,500 per claim, provided that Bilt first has notified you in writing of the improperly filed claim and you have failed to promptly withdraw the claim.

You and Bilt agree that any arbitration shall be limited to the dispute between Bilt and you individually. To the fullest extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

You and Bilt agree that the following disputes are not subject to the above provision concerning informal negotiations and binding arbitration: (1) any disputes seeking to enforce or protect, or concerning the validity of, any of your or Bilt's intellectual property rights; and (2) any claim for injunctive relief.

#### **x. Bilt Is Not A Party To Any Rental or Mortgage Transactions.**

Bilt serves as a platform for Customers to make rent and mortgage payments to Payees pursuant to the Terms of Use. Bilt does not own or manage any properties of any users listed on the Bilt website and does not enter into rental contracts for those properties. Although the Bilt website and application may lead to certain business transactions expressly agreed to by and between Bilt and its users, Bilt is not a party to any transactions between Customer and Payee other than providing the Services. AS A RESULT, BILT SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INFORMATION, THE CONTENTS OF ANY DOCUMENTS, OR FOR ANY OTHER INTERACTIONS BY, BETWEEN OR AMONG OTHERS, CUSTOMERS AND LANDLORDS OR MORTGAGE SERVICERS THROUGH THE WEBSITE.

You are responsible for how you use the Bilt website, and Bilt encourages anyone who accesses the Bilt website, including users, to exercise sound judgment when entering into property rental or mortgage transactions. IN THE EVENT THAT YOU HAVE A DISPUTE WITH A PROPERTY MANAGER, LANDLORD OR MORTGAGE SERVICER, YOU RELEASE BILT FROM ANY CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED

WITH SUCH DISPUTES.

**XI. Enforceability and Governing Law.**

The failure of Bilt to exercise or enforce any right or provision of these Terms of Use do not constitute a waiver of such right or provision. These Terms of Use constitute the entire agreement between you and Bilt with regard to your use of the Services and any previous Terms of Use that may exist between you and Bilt is hereby superseded. These Terms of Use cannot be changed or modified by you except as posted on the Services by Bilt. If any provision of this Agreement is held to be unenforceable, the unenforceable term or provision shall be replaced by an enforceable term or provision that comes closest to the intention underlying the unenforceable term or provision and the remaining provisions shall be enforced. To the extent that anything in or associated with the Services is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. The laws of the State of New York govern your access to, and use of, the Services and the terms of this Agreement.

**XII. Intellectual Property.**

All content, design, graphics, compilation, magnetic translation, digital conversion, and other matters to the Services are protected under applicable copyrights, trademarks, and other proprietary rights (including but not limited to intellectual property rights) and are owned by Bilt or one of its Affiliates. The copying, redistribution, use or publication by you of any part of the Services, unless expressly permitted in this Agreement, is strictly prohibited. Use of the Services does not give you ownership of any intellectual property rights in any of the content, documents, or other materials you access. The posting of information or materials on the Services does not constitute a waiver of any right in such information and materials.

**XIII. Indemnification.**

You agree to indemnify, defend, and hold Bilt and its Affiliates harmless from any liability, including reasonable attorneys' fees, related to your use of the Services or any violation of these Terms of Use.

**XIV. DISCLAIMER OF WARRANTY.**

**BILT AND ITS AFFILIATES MAKE NO COMMITMENTS OR WARRANTIES ABOUT (i) THE CONTENT, RELIABILITY, OR AVAILABILITY OF THE SERVICES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICES OR (ii) THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON THE BILT WEBSITE, BILT APP OR SERVICES. BILT AND ITS AFFILIATES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY REGARDING NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BILT AND ITS AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS OR THE SERVICES.**

**XV. LIMITATION OF LIABILITY.**

BILT AND ITS AFFILIATES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF

ANY PRODUCT AVAILABLE FROM OR THROUGH THE WEBSITE OR THE USE OF THE SERVICES. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, BILT AND ITS AFFILIATES ARE NOT LIABLE FOR ANY COMPENSATORY, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES COMPENSATORY, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, PRODUCT LIABILITY OR OTHERWISE; NOR ARE BILT AND ITS AFFILIATES LIABLE FOR ANY THIRD PARTY CLAIMS OF ANY NATURE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. NONE OF THE SERVICES WOULD BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, YOU OBTAIN FROM US FROM OR THROUGH THE WEBSITE OR SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. NEITHER BILT NOR ITS AFFILIATES SHALL HAVE ANY LIABILITY FOR ANY FAILURE OR DELAY RESULTING FROM ANY CONDITION BEYOND THE REASONABLE CONTROL OF SUCH PARTY.

**xvi. Waiver.**

The failure of Bilt to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be (or are otherwise) invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.

**xvii. Assignment.**

You may not assign these Terms of Use without the prior written consent of Bilt, but Bilt may assign or transfer these Terms of Use, in whole or in part, without restriction.

**xviii. Changes in Terms.**

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Use at any time and without notice. When we do this, we will post the revised Terms of Use on this page and will indicate the date of such revision. Your continued use of the Services after the date of any such changes constitutes your acceptance of the new Terms of Use. To the extent allowed by law, the English version of these Terms of Use is binding and other translations are for convenience only. If you do not wish to accept the new Terms of Use, you may discontinue your use of the Services.

**xix. Force Majeure.**

Bilt shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war or threats of war, terrorism or threats of terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, governmental regulation or advisory, recognized health threats, as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies, strikes or shortages or curtailment of transportation facilities, fuel, energy, labor or materials.

**xx. Statute of Limitations.**

You and Bilt both agree that regardless of any statute or law to the contrary, any claim or

cause of action arising out of or related to use of the Services or Terms of Use must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

**xxi. No Third-Party Beneficiaries.**

This Agreement is between you and Bilt. No user has any rights to force Bilt to enforce any rights it may have against you or any other user.