

BILT SERVICES TERMS OF USE

PLEASE READ THESE TERMS OF USE (“TERMS OF USE”) CAREFULLY. BY USING THE BILT REWARDS MOBILE APPLICATION, THE BILT REWARDS WEBSITE OR THE BILT MASTERCARD, YOU AGREE TO BE BOUND BY THE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OR ANY MODIFIED VERSION OF THESE TERMS, YOU SHOULD NOT USE THE BILT APP, THE BILT WEBSITE OR THE BILT MASTERCARD.

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 describe 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 and/or the Bilt Mastercard, 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, and will provide notice of any changes to the extent required by applicable law, but it is your responsibility to review the Agreement posted to our website from time to time to see if it has been changed.

III. 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. You represent and warrant that you are eligible to use the Services.

IV. Bilt Rent Payment Services.

Bilt Rent Payment Services facilitates rent payments to your designated third-party landlord or property management company (“Payee”). By becoming a member of Bilt Rewards Program and/or applying for and using a Bilt Mastercard, you authorize Bilt to facilitate rent payments to such Payees, in accordance with these Terms of Use, which may include, but is not limited to, the use of Payees’ designated rent portals. In providing the Services, Bilt has no knowledge of, and is not responsible for a violation of any contractual obligations you may have with your Payee, including the Payee’s terms of use.

The Rent Payment Services are exclusively to be used to make an authorized rent payment from you, the tenant, to your designated Payee. You acknowledge and agree that Bilt’s sole role in your relationship with the Payee is in processing such payments on your behalf 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 responsibilities. For example, if for any reason a rent payment, such as a physical check, does not reach its intended recipient, any late fees or penalties assessed are not the responsibility of Bilt.

Last Updated May 1, 2023

Bilt has a no-refund policy whereby rent payments that are submitted by you cannot be cancelled or refunded. For example, if you submit a credit or debit card payment, you are not entitled to a refund on that payment under any circumstance.

In the event Bilt determines, in its sole discretion, that you have used the Rent Payment Services to make a payment other than

rent to a Payee, Bilt may immediately deactivate your membership in the Bilt Rewards Program, cancel your Bilt Mastercard and/or terminate your available to the Services. If your account is deactivated, you will not be able to access your Bilt Rewards points.

V. 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.

VI. 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 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.

VII. Use of Bilt Rent Account.

Bilt may make available to you a Bilt Rent Account ("Account"), which is a transaction bank account that can be used by you solely to make rent payments. 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 payment. This Account is owned by Bilt. 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 payments that a customer makes using a Bilt Rent Account.

Except as otherwise provided in Section XV of these Terms of Use, you agree as follows: (i) any payment instructions received by us (such as requests to make a rent payment from the Account) will be deemed to be authorized by you, subject to applicable law; (ii) 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; (iii) 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; (iv) 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; and (v) Bilt reserves the right, at any time, to refuse to follow any of your payment instructions.

You acknowledge that Bilt has a policy whereby it may hard reject (i) any individual rent payment in an amount over \$20,000 (unless you contact Bilt at support@biltrewards.com for approval prior to initiating the transaction) and (ii) any attempt to make more than one rent payment to one payee 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.

VIII. Misuse of the Services.

By using the Services, you agree that:

- You will not engage in any activities related to the Services that violate any applicable law, statute, regulation, or ordinance or breach this Agreement or any other agreement you have with Bilt;
- 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.

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. 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. 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.

XI. 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.

XII. 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.

XIII. 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 NON-INFRINGEMENT, 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.

XIV. LIMITATION OF LIABILITY.

EXCEPT AS OTHERWISE PROVIDED IN SECTION XV OF THESE TERMS AND CONDITIONS, 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.

XV. 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.

XVI. 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.

XV. Electronic Fund Transfer Provisions.

If you use the Services to authorize us to initiate ACH debits from a deposit account in your name at a financial institution or charges to a debit card in your name, the following additional provisions apply to your use of the Platform:

- (a) **Contact Us With Questions About Payments.** ALL QUESTIONS ABOUT PAYMENTS MADE USING THE SERVICES MUST BE DIRECTED TO US, AND NOT TO THE FINANCIAL INSTITUTION WHERE YOU HAVE YOUR ACCOUNT. We are responsible for the Services and for resolving any errors in payments made with the Services. If you would like to cancel a one-time or recurring authorized electronic fund transfer or if you would like a copy of your authorization, please contact us at renttransfers@biltrewards.com.
- (b) We will not send you a periodic statement listing payments that you make using the Services. The payments will appear only on the statement issued by your financial institution. YOU SHOULD PRINT AND SAVE A COPY OF EACH PAYMENT AUTHORIZATION YOU GIVE WHEN YOU USE THE SERVICES, AND CHECK THEM AGAINST THE ACCOUNT STATEMENTS YOU RECEIVE FROM YOUR FINANCIAL INSTITUTION. If you have any questions about any payment transaction, email us at renttransfers@biltrewards.com. You may also write to us at: 31 Bond Street, Sixth Floor, New York, NY 10012.

- (c) Your Liability for Unauthorized Payments. Tell us AT ONCE if you believe your Credentials have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 4 business days after you learn of the loss or theft of your Credentials, you can lose no more than \$50 if someone used your Credentials without your permission.

If you do NOT tell us within 4 business days after you learn of the loss or theft of your Credentials, and we can prove we could have stopped someone from using your Credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your deposit account statement from your financial institution shows transfers through the Services that you did not make, tell us at once. If you do not tell us within 90 days after the statement was mailed to you, you may not get back any money you lost after the 90 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- (d) No Stop Payments on One-Time Payments. **YOU MAY NOT STOP PAYMENT ON ONE-TIME (NON-RECURRING) PAYMENT TRANSACTIONS. THEREFORE YOU SHOULD NOT USE THE SERVICES FOR ONE-TIME PAYMENTS UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

- (e) Recurring Transactions.

- (i) *Right to stop payment and procedure for doing so.* If you have told us in advance to make regular recurring payments out of your deposit account, you can stop any of these payments. Here's how: email us at renttransfers@biltrewards.com, or write us at 31 Bond Street, Sixth Floor, New York, NY 10012, in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made.
- (ii) *Notice of varying amounts.* If these regular payments may vary in amount, we will tell you, 10 days before each varying payment, when it will be made and how much it will be.

- (f) Our Liability for Failing to Process Authorized Payment Transactions. If we do not complete a payment transaction that you initiate in accordance with these Terms of Use on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (i) If, through no fault of ours, the deposit account does not have sufficient funds to make the payment, or if the account has been closed;
- (ii) If the payment would go over the credit limit on any overdraft line of credit associated with your deposit account;
- (iii) If the equipment, phone lines, computer systems or device you use to access the Services are not working properly, were temporarily unavailable, failed or malfunctioned and you knew about the breakdown when you started the payment transaction;
- (iv) If withdrawals from the deposit account have been prohibited by a court order such as a garnishment or other legal process;
- (v) If circumstances beyond our control prevent making a payment transaction, despite reasonable precautions that we have taken. Such circumstances include, without limitation, conflicts with federal or state law or regulation, acts of civil or military authority, national emergencies, insurrection, war, riots, labor difficulties, natural disasters, acts of God, weather conditions, flaws in any computer or device you use or internet connection, cellular or wireless service, equipment failure or malfunction, material shortage, or failure or malfunction of power, communication or transportation;
- (vi) If we stop the payment transaction because we have reason to believe that it has not been properly authenticated or is fraudulent;
- (vii) If you are in default under these Terms of Use; or
- (viii) If either you or we terminate these Terms of Use or we suspends your right to use the Services.

There may be other exceptions to our liability stated in these Terms of Use or otherwise provided by applicable law.

IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

- (g) Disclosure of Personal Information to Third Parties. We will disclose information to third parties about the payment transactions you make using the Services:
- (i) Where it is necessary for completing the payment transaction;
 - (ii) In order to verify the existence and condition of your use of the Services for a third party, such as a credit bureau;
 - (iii) To a person authorized by law to have access to our records as part of his/her official duties (for example: to service your relationship with us or to resolve a dispute or claim);
 - (iv) To consumer reporting agencies (as defined by applicable law);
 - (v) In order to comply with government agency or court orders, such as a lawful subpoena;
 - (vi) To our employees, auditors, attorneys and collection agencies in the course of their regular duties;
 - (vii) In accordance with our Privacy Policy; or
 - (viii) If you give us your written permission.
- (h) In Case of Errors or Questions about Your Payment Transactions. Email us at renttransfers@biltrewards.com, or write to us as soon as you can at 31 Bond Street, Sixth Floor, New York, NY 10012, if you think the statement you received from the financial institution holding your Deposit Account is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than ninety (90) calendar days after your financial institution sent you the FIRST statement on which the problem or error appeared.
- i. Tell us your name and account number (if any).
 - ii. Describe the error or the payment transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - iii. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount that you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors involving new accounts or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

- (i) **Business Days.** Our "Business Days" are Monday through Friday, excluding federal holidays.