

## **Bilt Rewards Travel Portal Terms of Service**

### **Important Information About this Agreement**

Travel bookings made through the Bilt Travel Portal before March 28, 2025, are governed by the Bilt Travel Portal Terms & Conditions, available at <https://www.biltrewards.com/terms/bilttravelportal>. Travel bookings made on or after March 28, 2025 are subject to these Bilt Rewards Travel Portal Terms of Service (these "**Terms**").

#### **1. Overview**

These Terms describe how the Bilt Rewards Travel Portal (the "**Portal**") works and forms a legal agreement between you and Bilt Technologies, Inc. ("**Bilt**," "**we**" or "**our**") that applies each time you use or access the Portal. These Terms are in addition to and incorporate by reference the general Bilt Rewards Terms & Conditions ("**General Terms**") and Privacy Policy. THESE TERMS INCLUDE A PROVISION THAT WAIVES YOUR RIGHT TO A COURT HEARING AND A JURY TRIAL AND A CLASS ACTION WAIVER THAT WAIVES YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION LAWSUIT TO ENFORCE THIS AGREEMENT. PLEASE READ THEM CAREFULLY. These Terms supplement the General Terms. In the event of any conflict between these Terms and the General Terms regarding Portal-specific matters, these Terms will control. All definitions from the General Terms apply here unless specifically modified herein.

#### **2. Definitions**

In addition to the definitions in the General Terms, in these Terms, the following words have the special meanings below:

- "**Portal**" shall refer to the Bilt Rewards Travel Portal website and associated services.
- "**Travel Products**" shall refer to travel services made available through the Portal, such as flights, accommodations or other travel-related services.
- "**Travel Credits**" shall refer to forms of monetary value issued by Travel Providers that can be used for future bookings when a previous reservation is canceled or changed.
- "**Travel Advisors**" shall refer to professional travel planning agents assigned by Bilt to members through the Portal who provide personalized assistance in arranging and managing travel experiences.
- "**Travel Providers**" shall refer to the third-party suppliers who provide the Travel Products.

#### **3. Portal Services and Relationship**

The Portal is a travel search and booking platform that enables you to search for, compare, and book Travel Products from various Travel Providers. We do not own, control, or provide the Travel Products. When you make a booking through the Portal, you enter into a direct contractual relationship with the Travel Provider. When you make a booking through the Portal, you enter into a direct contractual relationship with the Travel Provider, with Bilt acting solely as an intermediary platform. Each Travel Provider is responsible for their Travel Products, including

accuracy of descriptions, rates, availability, and any issues that arise during your travel experience.

#### **4. Member Obligations**

You agree to: (a) provide accurate and complete information when using the Portal; (b) maintain the confidentiality and security of all account credentials; (c) use the Portal solely for your own personal legitimate travel booking purposes; (d) comply with all applicable Travel Provider terms and conditions; (e) make timely payment of all amounts due; and (f) refrain from engaging in any fraudulent or prohibited activities. Failure to comply with these obligations may result in immediate termination of access to the Portal and any associated services.

#### **5. Travel Products**

##### **5.1. Accommodations**

When you book accommodation through the Portal, your booking may be made directly with the accommodation provider directly or with a third-party travel intermediary, depending on the inventory source.

You can earn 2 bonus Bilt Points for every \$1 in net purchases (purchases minus returns/credits) on eligible transactions charged to an eligible card that is linked to the member's Bilt account (must be a Visa®, Mastercard®, or American Express® card) made through the Portal. The eligible card must be linked to the member's Bilt account at the time of payment in order to qualify for this offer. You may only earn bonus Bilt Points on eligible purchases made entirely with a linked card. No bonus Bilt Points will be earned on a purchase if any portion thereof is paid with redeemed Bilt Points, Bilt Cash, or travel credit. You may use Bilt Points, Bilt Cash, or travel credit to satisfy the full transaction amount or in combination with cash for eligible bookings. Bilt Points, Bilt Cash, and travel credit will be deducted at the time of booking. In order to redeem Bilt Points, Bilt Cash, and travel credit, your Bilt Reward membership account must be in good standing.

When you book accommodations through the Portal, your Bilt Points will be awarded after you complete your stay if the purchase is eligible for earning Bilt Points. You won't earn bonus Bilt Points if you don't complete your stay as booked. If you happen to receive Bilt Points for any purchase that doesn't qualify under our program rules, Bilt reserves the right to remove these points from your account. This offer is subject to the [Bilt Rewards Program Terms and Conditions](#) and [Bilt Rewards Earning Terms](#) is provided "as is" with no warranty or guarantee, either express or implied. Bilt reserves the right to modify or revoke this offer at any time.

##### **5.2. Airfare**

When you book a flight through the Portal, airlines maintain full authority over flight schedules and cancellations, which may affect your entire itinerary, and while we will attempt to notify you of changes, compensation is governed by airline policies and applicable laws. When booking separate one-way tickets, each operates independently under its own terms and requires separate claims for changes or cancellations. You are responsible for obtaining and presenting all required travel documentation including valid passports, visas, and health certificates, as failure to do so may result in denied boarding. Additionally, baggage policies and fees vary by airline and route, special services require advance arrangements, hazardous materials are prohibited, and special handling may be required for sports equipment and oversized items.

You can earn 1 bonus Bilt Point for every \$1 in net purchases (purchases minus returns/credits) on all eligible transactions charged to an eligible card on file that is linked to the member's Bilt account (must be a Visa®, Mastercard®, or American Express® card) made through the Portal. The eligible card must be linked to the member's Bilt account at the time of payment in order to qualify for this offer. You may only earn bonus Bilt Points on eligible purchases made entirely with a linked card. No bonus Bilt Points will be earned on a purchase if any portion thereof is paid with redeemed Bilt Points. In some cases, airlines may issue credits that can be used on eligible airline bookings in the Bilt Travel Portal. You may apply airline credits toward an eligible booking; however, bonus Bilt Points will only be earned if a portion of the transaction is paid with cash, and no bonus Bilt Points will be earned on the portion paid with airline credits. You may use Bilt Points or airline credit to satisfy the full transaction amount or in combination with cash for eligible bookings. Bilt Points or airline credit will be deducted at the time of booking. In order to redeem Bilt Points or an airline credit, your Bilt Reward membership account must be in good standing.

When you book a flight through the Portal, you'll receive your Bilt Points will be awarded after you complete your flight. You won't earn bonus Bilt Points if you don't complete your flight. If you happen to receive Bilt Points for any purchase that doesn't qualify under our program rules, Bilt reserves the right to remove these points from your account. This offer is subject to the [Bilt Rewards Program Terms and Conditions](#) and [Bilt Rewards Earning Terms](#) and is provided "as is" with no warranty or guarantee, either express or implied. Bilt reserves the right to modify or revoke this offer at any time.

### **5.3. Travel Advisors**

Travel Advisors are professional travel planning agents assigned by Bilt to qualifying members to provide personalized assistance in arranging and managing travel experiences. Access to Travel Advisor services are limited to Gold and Platinum Bilt Status members. If you request the assistance of a Travel Advisor for a trip, that Travel Advisor will remain assigned to the trip through its completion, even if your Bilt Status changes after the Travel Advisor is assigned to the trip.

You will be matched with a Travel Advisor within 48 hours of your request to engage one. When you engage a Travel Advisor you agree to: (a) provide accurate and complete information about your travel preferences, requirements, and constraints; (b) respond promptly to requests for information, documentation, or decisions; and (c) communicate respectfully and professionally with your Travel Advisor. You understand that Travel Advisors operate during standard business hours and response times may vary based on complexity and availability.

Travel Advisors will make reasonable efforts to find options that meet your stated preferences and budget, but cannot guarantee availability, pricing, or specific outcomes. All recommendations are based on the information you provide and Travel Advisor expertise, but you remain solely responsible for final booking decisions. Travel Advisors do not provide medical, legal, or insurance advice and are not responsible for visa requirements, health restrictions, or other travel documentation beyond general guidance.

You acknowledge that Travel Advisors are independent contractors of Bilt and its affiliates and are not employees or agents of Travel Providers. Travel Advisors facilitate bookings but do not control Travel Provider policies, inventory, pricing, or service delivery. All Travel Provider terms, conditions, and policies apply to bookings arranged by Travel Advisors, and Travel Providers remain solely responsible for their services.

Bilt may record or monitor communications between you and Travel Advisors for quality assurance, training, dispute resolution, and other internal purposes, such as service improvement and compliance. By using Travel Advisor services, you consent to such recording and monitoring.

Travel Advisors maintain confidentiality of your personal information and travel details in accordance with Bilt's Privacy Policy. Travel Advisors may share necessary information with Travel Providers to complete bookings and provide requested services.

You understand and agree that Bilt is not responsible for the acts, omissions, advice, errors, or performance of Travel Advisors, who operate independently and exercise their own judgment. By using Travel Advisor services, you acknowledge that Bilt does not guarantee the accuracy, completeness, timeliness, or suitability of any communications, recommendations, or services provided by a Travel Advisor.

#### **5.4. Offline bookings made by a Travel Advisor**

When you engage a Travel Advisor for offline booking services, the Travel Advisor will work directly with Travel Providers on your behalf to arrange your travel experience. All bookings made by Travel Advisors are subject to the same Travel Provider terms and conditions that would apply if you booked directly with the Travel Provider. You remain responsible for providing accurate traveler information, required documentation, and timely payment of all amounts due.

Travel Advisors may have access to inventory, rates, or booking options that differ from those available through the Portal's online platform. Pricing and availability for offline bookings are subject to change until confirmed and paid in full. Travel Advisors will communicate booking confirmations, changes, and any Travel Provider requirements directly to you.

Offline bookings made by a Travel Advisor are not eligible to earn Bilt Points.

All changes, cancellations, and customer service matters for offline bookings must be handled through your assigned Travel Advisor, who will coordinate with the relevant Travel Providers according to their respective policies. Travel Advisors are not responsible for Travel Provider policies, schedule changes, or service disruptions, but will assist in communicating with Travel Providers to resolve issues when possible.

### **6. Changes and Cancellations**

All changes and cancellations follow Travel Provider policies. Cancellation deadlines and terms are displayed during booking, with some bookings being non-refundable or restricted. Booking modifications may incur rate differences and fees. Some bookings may not allow changes or name modifications. When available, refunds process to the original payment method within 5-7 business days for credit cards or 2-3 business days for Bilt Points, with combined payments refunded proportionally. Third-party fees, service charges, and insurance premiums may be non-refundable. Failure to check-in on the first day of a travel experience and no-shows may result in full booking charges and additional Travel Provider fees. Partially used Travel Credits may be subject to additional restrictions or forfeitures according to Travel Provider policies.

Travel Providers reserve the right to modify schedules, services, amenities, or features. When notified of material changes, affected Members will receive options to accept the change, select

alternatives, or receive a refund. Material changes are defined by each Travel Provider and may include property renovations or facility closures. Changes or cancellations may occur due to force majeure events (such as natural disasters, weather conditions, government actions, civil unrest, public health emergencies, labor disputes, or technical failures), during which special policies and modified cancellation terms may apply. Compensation for changes varies by Travel Product and circumstances, potentially including alternative arrangements, price adjustments, travel credits, or refunds. Travel Providers handle all compensation directly, except for Bilt Points refunds, which Bilt processes.

## **7. Arbitration Agreement and Class Action Waiver**

THIS SECTION AFFECTS YOUR RIGHTS, SO PLEASE READ CAREFULLY. In the event the parties hereto are not able to resolve any dispute between them arising out of or concerning these terms, or any provisions hereof, whether arising in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved exclusively through nonappearance based final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered under the Commercial Arbitration Rules of the American Arbitration Association. Prior to initiating arbitration, you must first send us a written notice describing your claim and attempt to resolve the dispute informally. Except as otherwise provided in these Terms, this includes any claims based in contract, statute, tort, fraud, misrepresentation, or any other legal theory. The exclusive venue of such arbitration shall be in New York, New York. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. The prevailing party shall be entitled to recover its costs and reasonable and documented attorneys' fees. This arbitration provision shall survive the termination of these terms for any reason. Notwithstanding the foregoing, Bilt may bring a claim for injunctive relief against your violation of these Terms in any court of competent jurisdiction. 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 these Terms as a court would.

## **8. Privacy and Data Protection**

Our collection and use of your personal information is governed by our [Privacy Policy](#), which is incorporated into these Terms by reference.

You acknowledge that Bilt automatically saves traveler profiles (which include names, contact information, identification details, preferences, and other personal information provided during the booking process) when you plan trips through the Portal to streamline future bookings. You may access, edit, or delete saved profiles at any time. By using the Portal, you explicitly consent to the saving of traveler profiles.

## **9. Modification to These Terms**

Bilt may make changes to these Terms at any time. Bilt may, in its sole discretion, amend or supplement these Terms with additional terms, conditions, disclosures, and agreements that will be considered part of these Terms, and reserves the right to terminate, expire, modify or restrict your use of the Portal with or without cause. This version of the Terms replaces and supersedes any and all earlier versions. Your continued use of the Portal after implementation of these Terms signifies your acceptance of such changes.

When changes are made, Bilt will make a new copy of these Terms available at the Website. Bilt

will also update the “Last Updated” date at the top of these Terms. Any changes to these Terms will be effective immediately after we post revised Terms or a notice of such changes to these Terms on the Website or in the Portal. For clarity, any booking you have already completed will be governed by the version of the Terms that was in effect at the time you made that booking. Otherwise, your continued use of the Service constitutes your acceptance of such change(s). Bilt may require you to provide additional consent to the updated Terms in a specified manner before further use of the Service is permitted. PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

#### **10. Miscellaneous**

These Terms constitute the entire agreement between you and us regarding your use of the Portal. If any provision of these Terms is found to be invalid, the remaining provisions will continue in full force and effect. Our failure to enforce any right or provision of these Terms shall not constitute a waiver. These Terms are governed by the laws of the State of New York, without regard to its conflict of law provisions.