



Student Loan Pay with Points Terms & Conditions

Important Information about the Bilt Rewards Pay with Points Program

1. Overview

These Student Loan Pay with Points Terms and Conditions (these “**Terms**”) describe how the Bilt Rewards Pay with Points program (the “**Service**”) works and forms a legal agreement between you, the end user, and Bilt Technologies, Inc. (“**Bilt**”). The Service is offered through the Bilt Rewards Program and allows you to redeem Bilt Rewards Points (“**Points**”) through the Platform (as defined below) toward specific financial obligations, including third-party credit card and Student Loan payments. Your use of the Service is expressly conditioned upon your acceptance of these Terms. By using the Service, you agree to be bound by these Terms. **You should read these Terms carefully as they govern your use of the Service and its functionality. IN PARTICULAR, THIS DOCUMENT CONTAINS AN ARBITRATION 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 THESE TERMS.**

Please consult the Bilt Privacy Center, online and available at <https://legal.biltrewards.com/policies>, for more information on how Bilt collects, uses and shares Bilt Rewards members’ personal information. The Bilt General Privacy Policy is not part of these Terms and may be changed from time to time. Participation in the Service is subject to the [Bilt Rewards Program Terms and Conditions](#), which may be changed from time to time.

2. Definitions

In these Terms, the following words have the meanings below.

- “**Account**” shall mean the Program account through which the Member uses the Service.
- “**Bilt**” shall mean Bilt Technologies, Inc., the sponsor of the Program and provider of the Service.
- “**Member**,” “you” or “your” shall mean the person who enrolls in the Program and who is responsible for the Membership Account, use of the Service and compliance with these Terms.
- “**Method**” shall refer to Forward Lending, Inc.
- “**Platform**” shall mean the Website, Bilt Rewards mobile application made available to end users, and any Bilt services through any means and their associated content, features, tools, and materials.
- “**Points**” has the meaning set forth in the first paragraph of these Terms.
- “**Program**” shall mean the Bilt Rewards Program.



- **“Released Parties”** has the meaning set forth in Section 9 of these Terms.
- **“Service”** has the meaning set forth in the first paragraph of these Terms.
- **“Student Loan”** shall mean eligible loans issued to you by a bank, credit union, state agency, private student loan company or licensed student loan servicer to pay for your education.
- **“Terms”** shall mean these Terms and Conditions of the Bilt Rewards Pay with Points program.
- **“Website”** shall mean www.biltrewards.com or any other applicable Bilt website relating to the Program.

3. Eligibility

The Service is offered only to (a) legal residents in the fifty (50) United States, the District of Columbia, and the United States territories, (b) who are at least eighteen (18) years of age or older and have reached the age of majority in their jurisdiction of legal residence at the time of use of the Service and (c) who are Members in good standing with Bilt, as determined by Bilt.

Only individuals are eligible to use the Service. You must be legally competent to enter contracts to use the Service. Bilt reserves the right to limit the number of Members using the Service at any time. If you are not eligible to participate, you are prohibited from accessing or using the service.

4. Changes 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 Service with or without cause. This version of the Terms replaces and supersedes any and all earlier versions. Your continued use of the Service 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 for new users of the Service and will be effective [thirty (30)] days after posting notice of such changes on the Website and in the Platform existing users. Bilt may require you to provide consent to the updated Terms in a specified manner before further use of the Service is permitted. If you do not agree to any changes(s) after receiving a notice of such change(s), you should stop using the Service. Otherwise, your continued use of the Service constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

5. Pay with Points

5.1 **How to pay with Points.** You may pay with Points by redeeming your Points towards specified third party financial obligations, including your Student Loan balances (each such transaction, a **“Pay with Points Redemption”**) pursuant to these Terms. You may



not redeem Points (a) against positive balances on Student Loans or (b) to pay the balance of a Student Loan that was originated outside of the United States.

To pay a Student Loan Balance with Points, navigate to the Wallet section without your account, select the Student Loans page, and follow the prompts to submit. Upon submission, the number of Points you redeemed will be debited from your account and a payment will be made to your loan servicers and applied to your outstanding fees or charges, interest or principal amount of the Student Loan, as applicable, based on their standard hierarchy. Bilt does not control or guarantee the allocation of funds or the impact on your loan balance or terms.

5.2 Conversion Rate. Bilt, in its sole discretion, will determine the conversion rate of Points to payment credits in all Pay with Points Redemptions (the “**Conversion Rate**”). The Conversion Rate will determine the dollar amount of the credit Bilt applies to your Student Loan Balance on the completion of a Pay with Points Redemption. Bilt may change the Conversion Rate at any time and without notice. Prior to completing a Pay with Points Redemption, you will be shown the dollar amount of the credit that corresponds to the number of Points you elect to redeem. The redemption value of Points is determined solely by Bilt and is subject to change without notice, in accordance with your Rewards Program terms and applicable law.

5.3 Redemption Caps. You must redeem at least 1,000 Points per transaction. The maximum number of Points you may apply to a single Pay with Points Redemption is (1) your entire spendable Points balance, or (2) in the event your spendable Points balance is greater than the total dollar value of the outstanding balance of your Student Loan, the total dollar value of the outstanding balance converted to Points.

5.4 Payment Application. By submitting a Pay with Points Redemption request in your Account, you authorize us and our vendor Method to apply payments to Student Loans on your behalf. Payments may take up to 10 business days to process and post to your Student Loan account. Bilt will provide confirmation of payment processing, but you are responsible for verifying that the payment has been received and applied correctly by your loan servicer. Bilt is not responsible for the actions or inactions of your loan servicer. If a Student Loan payee is not supported by Method we may be unable to apply the Pay with Points Redemption to this Student Loan.

6. Corrections and Credits

At any time, and in the sole discretion of Bilt, Bilt may correct the number of Points redeemed from, or credited to, a Member’s Account in connection with a Pay With Points Redemption. For example, if your Student Loan provider rejects your payment, or (iii) your actual account balance in a Pay with Points Redemption is lower than the total dollar value of the Points (based on the Conversion Rate) you redeemed to complete the transaction, Bilt will credit to your Account the number of excess points that were applied to the Pay with Points Redemption.

Bilt works with Method to obtain information from your liability accounts and shares that account information with us. Method may not pull the account balance of your Student Loans in real time. This means that there may be times when your actual Student Loan balances are higher or lower than the balances displayed in the Platform. For the most up-to-date and accurate information about your account balances, please check directly with your Student Loan providers rather than relying on the figures displayed in the Platform.



7. Termination/Cancellation

The Service has no predetermined termination date and may continue until such time as Bilt, at its sole discretion, elects to designate a Service termination date. Bilt may, in its sole discretion, terminate the Service, in whole or in part, at any time. If you wish to cancel your use of the Service, you may contact Bilt's customer service team at support@biltrewards.com or unenroll from the Service in your Account.

8. Other Important Information You Should Know

Bilt is not a lender, loan servicer or financial advisor and does not manage or alter repayment obligations. Bilt Points are earned independently of any loan activity and may be optionally redeemed by the user. Redemption does not constitute loan assistance, debt relief, or a change in loan terms. Bilt is not affiliated with your student loan servicer. Bilt makes no representations or warranties regarding student loan eligibility, payment timing, accuracy of balance reductions or any impact on your repayment schedule regarding your student loans.

You acknowledge that Bilt acts solely as a facilitator of your reward redemption and accepts no responsibility for errors, delays, or misapplication of payments by your loan servicer or any third party. Questions about loan terms, repayment, and balances should be directed to your loan servicer. You should consult your own legal, tax, and financial advisors before engaging in any transaction.

Bilt reserves the right to deny or reverse redemptions for any reason, including suspected fraud or account misuse.

Notwithstanding the foregoing, Bilt's failure to exercise any of its rights under these Terms or its delay in enforcing or exercising any of those rights shall not constitute a waiver of such rights.

Events beyond Bilt's control, such as computer equipment or electronic data transmission failure, strikes, acts of God, civil disturbance, terrorism, or war, which may materially affect Bilt's ability to perform, will allow Bilt to suspend or terminate the Service.

All dollar amounts referred to in these Terms are in U.S. dollars.

Bilt may assign its rights and obligations under these Terms to a third party, who will then be entitled to any of Bilt's rights that it assigns to them. You may not assign your rights under these Terms to a third party without Bilt's prior written consent.

Bilt is not responsible for any disputes about the Service you may have with any authorized users on your account or any of your third-party credit card or Student Loan providers.

You agree to indemnify and hold Bilt and its third-party service providers and all of their respective affiliates, directors, officers, employees, agents, contractors, Wells Fargo Bank, N.A., Column N. A., Evolve Bank & Trust, Fidel Ltd., and any applicable Payment Card Networks (Mastercard, Amex, Visa or Discover) harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your or an authorized user's: use of the Service, any fraud or misuse of the Service, violation of these Terms and/or violation of any applicable law or the rights of any third party.



These Terms and use of the Service is governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use the Service. The Service is void where prohibited by federal, state, or local law.

9. LIMITATION OF LIABILITY AND RELEASE

BY ENROLLING IN THE SERVICE, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF YOUR HEIRS, EXECUTORS, AND ADMINISTRATORS, AGREE: (A) TO WAIVE ANY RIGHTS TO CLAIM AMBIGUITY WITH RESPECT TO THESE TERMS; (B) TO WAIVE ALL OF YOUR RIGHTS TO BRING ANY CLAIM, ACTION, OR PROCEEDING AGAINST BILT, ITS AFFILIATED ENTITIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE “**RELEASED PARTIES**”) IN CONNECTION WITH THE SERVICE AND (C) TO FOREVER AND IRREVOCABLY AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, CAUSES OF ACTION, PROCEEDINGS, DEMANDS, FINES, PENALTIES, LIABILITY COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, OUTSIDE ATTORNEYS’ OR LEGAL FEES) THAT MAY ARISE IN CONNECTION WITH: (I) THE SERVICE AND/OR BILT APPLICATION OR WEBSITE, INCLUDING BUT NOT LIMITED TO YOUR USE OF OR INABILITY TO USE THE SERVICE OR ANY OFFER OR BENEFIT RELATING TO THE SERVICE; (II) ANY ERRORS PUBLISHED IN RELATION TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY TYPOGRAPHICAL ERRORS, PRINTING, ERRORS OF DESCRIPTION, ERRORS IN THESE RULES OR ANY SERVICE MATERIALS, AND ERRORS IN THE CREDITING OR DEBITING OF POINTS FROM ACCOUNTS; (III) ANY CHANGE IN ANY BENEFIT (OR ANY COMPONENTS THEREOF) DUE TO UNAVAILABILITY OR DUE TO REASONS BEYOND BILT’S CONTROL; (IV) ANY INTERRUPTIONS IN OR POSTPONEMENT, CANCELLATION, TERMINATION, OR MODIFICATION OF THE SERVICE OR ANY COMPONENT THEREOF; (V) HUMAN ERROR; (VI) ANY TECHNICAL MALFUNCTIONS OR UNAVAILABILITY OF THE BILT APPLICATION OR WEBSITE, COMPUTER SYSTEM, COMPUTER TIMING AND/OR DATING MECHANISM, SOFTWARE, OR INTERNET SERVICE PROVIDER, OR MAIL SERVICE UTILIZED BY ANY OF THE RELEASED PARTIES OR BY YOU; (VII) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSION ON THE PART OF ANY OF THE RELEASED PARTIES OR OF ANY OTHER THIRD PARTY; (VIII) LOST, LATE, MISDIRECTED, DAMAGED OR DESTROYED CORRESPONDENCE, POINTS, OFFERS, DISCOUNTS OR ANY OTHER BENEFIT (OR ANY ELEMENT THEREOF); (IX) THEFT OR UNAUTHORIZED REDEMPTION OF POINTS, OFFERS, DISCOUNTS, OR OTHER BENEFIT; AND (X) ANY ACTS OR OMISSIONS BY YOU OR THIRD PARTIES INCLUDING NEGLIGENCE OR WILLFUL MISCONDUCT.

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE, WHETHER TO YOU OR TO ANY OTHER PERSON OR TO ANY PROPERTY, RELATED TO OR RESULTING FROM YOUR USE OF THE SERVICE AND/OR THE ACCEPTANCE OR USE OF ANY BENEFIT. BY USING THE SERVICE, YOUR PARTICIPATION IS SOLELY AT YOUR OWN RISK.

IN NO EVENT SHALL THE RELEASED PARTIES HAVE ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND THE RELEASED PARTIES SHALL BE HELD HARMLESS BY ALL MEMBERS, HEIRS, EXECUTORS, AND ADMINISTRATORS, AGAINST, ANY AND ALL INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, CONSEQUENTIAL, PUNITIVE OR



EXEMPLARY DAMAGES TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY, ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY ACTION TAKEN OR NEGLECTED TO BE TAKEN WITH REGARD TO THE SERVICE, ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY POINTS, OFFER, REWARD OR BENEFIT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY DELAY OR FAILURE TO PERFORM DUE TO CAUSES BEYOND BILT'S CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, PANDEMICS/EPIDEMICS, TERRORISM, OR ANY ACT OR OMISSION OF A THIRD PARTY.

THE SOLE REMEDY AVAILABLE TO YOU IN CONNECTION WITH THE SERVICE (WHETHER YOUR CLAIM IS BASED IN LAW OR EQUITY) SHALL BE THE CREDITING OR RE-CREDITING TO YOUR MEMBERSHIP ACCOUNT OF POINTS IN AN AMOUNT NO GREATER THAN THE NUMBER OF POINTS AT ISSUE.

THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED. SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

10. DISCLAIMER OF ALL WARRANTIES

WITHOUT LIMITING THE FOREGOING, THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

NEITHER BILT NOR ITS AGENCIES, AGENTS, SUPPLIERS OR REPRESENTATIVES, INCLUDING FIDEL LTD., REWARDS NETWORK ESTABLISHMENT SERVICES, INC., BILT'S BANK PARTNERS AND PAYMENT CARD NETWORKS (VISA, MASTERCARD AND AMEX), WARRANT THAT: (A) ANY INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) ANY RESULT OR OUTCOME CAN BE ACHIEVED.

THE SERVICE DOES NOT CREATE, CONSTITUTE OR GIVE RISE TO ANY LEGAL OR CONTRACTUAL RIGHTS BY MEMBERS AGAINST BILT. A MEMBER'S USE OF THE SERVICE IS SOLELY AT THE MEMBER'S OWN RISK.

SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. THIS SECTION WILL SURVIVE TERMINATION OF MEMBER'S USE OF THE SERVICE.



11. Severability

The provisions of these Terms are intended to be interpreted in a manner which makes them valid, legal, and enforceable. If any portion of these Terms should be held invalid or unenforceable for any reason, such portion shall be deemed modified or severed from these Terms in such a manner as to enable the remaining portions of these Terms to remain in full force and effect as if no invalid or unenforceable provision had been part of these Terms. It is expressly understood and agreed between you and Bilt that such modification or restriction may be accomplished unilaterally by us, or alternatively, by disposition of an arbitrator or a court of law. If such provisions cannot under any circumstances be so modified or restricted, they shall be excised from these Terms without affecting the validity, legality, or enforceability of any of the remaining provisions.

12. Enforceability and Governing Law

The failure of Bilt to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. These Terms constitutes the entire Agreement between you and Bilt regarding your use of the Service and any previous agreement that may exist between you and Bilt is hereby superseded. These Terms cannot be changed or modified by you except as posted by Bilt. If any provision of these Terms 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 Service is in conflict or inconsistent with these Terms, these Terms shall take precedence. The laws of the State of New York govern your access to, and use of, the Service and the terms of these Terms. These Terms is deemed to include any other provisions required to be included herein by applicable law, which you agree to comply with.

13. Dispute Resolution

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 non-appearance 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. 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 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.