



## Bilt Rewards Terms & Conditions

### Important information about the Bilt Rewards Program and this Agreement

#### 1. Overview

This Bilt Rewards Terms and Conditions document describes how the Bilt Rewards Program (the “Program”) works and forms a legal agreement between you, the end user, and Bilt Technologies, Inc. (“Bilt”) that applies each time you use or access the Bilt website at <https://www.biltrewards.com/> mobile application made available to end users, and/or any Bilt services through any means and their associated content, features, tools, and materials (collectively, the “Platform”). By participating in the Program, you agree to be bound by the terms and conditions for the Program, the terms of use for the Platform and the Privacy Policy, as well as any other terms and conditions which you may accept to receive additional services on the Bilt Platform, each of which apply every time you use or access the Platform and the additional services, as applicable, and each of which is a legally binding contract between you and Bilt regarding your participation in the Program and is incorporated by reference herein. **You should therefore read these Terms and Conditions carefully as they govern your use of the Platform 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 THIS AGREEMENT.** Your participation in the Program is expressly conditioned upon your acceptance of this Agreement and compliance with all present and future Program rules, terms, regulations, policies and procedures that Bilt may, in its discretion, adopt from time to time. You agree that use of your Account or any feature of this Program indicates your acceptance of the terms of this Agreement. Interpretation of this Agreement and any other Program rules shall be at Bilt’s sole discretion. You acknowledge that this Program is offered by Bilt and not by the owner, manager or any third party affiliated with the property or land for which you pay Rent (your “Rental Provider”), and you agree that this Agreement is between you and Bilt, and that your Rental Provider is not a party to such Agreement. You expressly acknowledge that your Rental Provider shall have no liability under the Program, this Agreement or any other agreement between you and Bilt related to the Program.

#### 2. Definitions

In this document, the following words have the special meanings below:

- “Bilt,” “Company,” “we,” or “our” shall mean Bilt Technologies, Inc., the sponsor of the Bilt Rewards Program;
- “Program” shall mean the Bilt Rewards Program;
- “Agreement” or “Program Rules” shall refer to the Bilt Rewards Program terms and conditions, along with any other rules, terms, regulations, and policies and procedures that Bilt may issue in writing in conjunction with the Program, which shall, in Bilt’s discretion, be incorporated therein by reference hereto;
- “Member,” “Rewards Member,” “you” or “your” shall mean the person who elects to earn Points on Rent and/or Qualifying Purchases by enrolling in the Bilt Rewards Program, who is responsible for the Program Membership Account and compliance with this Agreement;



- “Points” shall mean points earned by Members through use of the Program for payment of Rent and other Qualifying Purchases;
- “Membership Account” or “Account” shall mean the Program account through which the Member participates in the Program;
- “Rent” shall mean the regular payment made to a landlord for the use of residential property or land, as further discussed in section 6 of this Agreement, titled “How You Can Earn Points;”
- “Bilt App” or “App” shall mean the Bilt Rewards Loyalty Application that may be used with the Program, which can be downloaded from the Apple App Store or Google Play;
- “Website” shall mean [www.biltrewards.com](http://www.biltrewards.com) or any other applicable Bilt website relating to the Program;
- “Inactive Account” means a Membership Account for which there has been no activity for 18 months. Activity for the purposes this definition means: ; i) Rent payments made through your Membership Account; ii) Qualified Purchases made with a Member’s Co-Brand Credit Card, if applicable (see section 6, below); iii) any redemption made using Bilt Points; or iv) any participation in a promotional sweepstakes offered by Bilt.
- “Card” or “Co-Branded Credit Card” shall mean any credit card bearing the Bilt brand that has been issued by a Bank partner of Bilt, including Wells Fargo Bilt World Elite Mastercard® Credit Card Rewards Program Agreement Terms and Conditions. Any Co-Branded Credit Card may be subject to additional loyalty program terms and conditions, including additional membership requirements, which shall be identified in these Program Rules or on the Bilt App or Website, and additional Co-Branded Credit Cards may be added from time to time.
- “Tier Status” means the membership tier level achieved based on the level of Rent spend and non-Rent spend on your Membership Account, which is further defined in the section 7, “Tier Status and Benefits;”
- “Bank” shall mean any Bank partner of the Bilt Co-Branded Credit Card;
- “In-network” shall mean a rental property within the Bilt Rewards alliance that is confirmed to be in-network when you enter your address in the Bilt App or Website;
- “Out of network” shall mean a rental property that is not part of the Bilt Rewards alliance, and is listed as out of network when you enter your address in the Bilt App or Website;
- “Authorized user” shall mean anyone legally authorized by you to use your Membership Account;
- “Points” are Bilt points that may be earned under the Program and redeemed for certain rewards as provided under this Agreement and other Program rules as established by Bilt from time to time;
- “Expiration” shall mean the expiration of your Bilt Points after eighteen (18) months of Account inactivity, as discussed in more detail in the section 10 of this Agreement, titled “How You Could Lose Your Points/Point Expiration”;
- “Down Payment” shall mean the dollar amount used as security to secure a purchase of a



home. Eligible Down Payments are those that have been sourced through Bilt.

### **3. Eligibility**

The Program is offered only to (a) legal residents in the fifty (50) United States, the District of Columbia, and the United States territories and (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 participation.

Only individuals are eligible to participate in the Program, and each individual may maintain only one (1) Membership. Corporations, groups, and/or associated entities cannot enroll as Members. You must be legally competent to enter into contracts to participate in the Program. Bilt reserves the right to limit the number of Members in the Program. If you are not eligible to participate, you are prohibited from accessing, using, and registering for the Program.

### **4. Changes to This Agreement**

We may make changes to the Program and the terms of this Agreement at any time and at our sole discretion. For example, we may temporarily or permanently prohibit you from earning Points, using Points you've already earned, or using any features of the Program at any time and at our sole discretion, and/or we may:

- add new Program terms, delete Program terms, or change existing Program terms;
- change how you earn Points;
- change how you may use Points;
- change what you can get with your Points; and/or
- expire Points.

We may supplement this Agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this Agreement.

We reserve the right to terminate, expire, modify or restrict any aspect of the Program at any time with or without notice, including cancellation of your Membership in the Program with or without cause.

This version of the Agreement replaces and supersedes any and all earlier versions, including, without limitation, those that were called "Rewards Program Rules and Regulations." We may continue to refer to this Agreement as the Rewards Program Rules and Regulations in communications about the Program and in supplemental terms, conditions, disclosures, and agreements. Your continued participation in the Program after implementation of this Agreement signifies your acceptance of such changes.

### **5. Notice of Changes**

We'll give you forty five(45) days' notice of the following types of changes to the Program or this Agreement:

- if we add or increase fees applicable to the Program;
- if we change the rate at which you earn Points;



- if we limit the number of Points you can earn;
- if we change Bank partner;
- if we cancel the Program.

Please note that Bilt reserves the right to change the terms and conditions of this Program by posting a revised set of terms or mailing and/or e-mailing notice thereof to You. We'll send this notice to you in writing, which, at our option, may be delivered to you electronically by email or through our online services, such as by posting notice and/or a revised set of terms on the Bilt App or Website or providing in some other way on the Platform. It is your responsibility to keep your contact information current and up-to-date.

We'll give you notice of other changes to the Program or Agreement by posting an updated copy of this Agreement when you log in to our Website, Biltrewards.com. Bilt may add, modify, or delete any aspect, component, or feature of the Program, but Bilt is not under any obligation to add any upgrade, enhancement, or modification. Your continued use of the Program following any announced change will be deemed as conclusive acceptance of any change to the Terms of Use. Accordingly, please review the Terms of Use on a periodic basis.

We won't provide notice when we change what you can get with your Points. You understand and agree that we can make these changes at any time. You can see what you currently can get with your Points when you access the Bilt App or Website. Future availability of any specific items isn't guaranteed. Your continued participation in the Program after we make any change signifies your acceptance of such changes.

## 6. How You Can Earn Points

Members can earn points in one of the following ways:

- Members will earn Points when they pay Rent at an In-Network property (defined below) through the Bilt App or Website at a flat rate of Two Hundred Fifty (250) Points per monthly Rent payment (minus any refunds).
- Members who have a Bilt Co-Branded Credit Card will earn Points according to the terms and conditions of their Cardholder Agreement, available at:
  - For the Wells Fargo Bilt Rewards World Elite Mastercard: Wells Fargo Bilt World Elite Mastercard® Credit Card Rewards Program Agreement Terms and Conditions
  - For the Evolve Bilt Mastercard: Evolve Bilt Mastercard Terms: BILT Consumer Credit Card Agreement

Links to these terms are provided here for reference only and may be updated from time to time to add additional programs and terms. In the event of a conflict between the Cardholder Agreement and these Program Rules (as they relate to earning Points), the Cardholder Agreement controls.

Members may not earn Points by using third party wallets, cards or other products to switch the method of payment to or from their Bilt account following the completion of a purchase.

Bonus Offer Points:

Bilt may also offer you ways to earn Bonus Points through the Rewards Program or with third-party



partners, such as special promotional offers (“promotional offers” or “bonus offers”), as described in more detail in section 8, below.

You may view your earned and unredeemed Points on the Bilt App or Website by logging into your Membership Account.

## 7. Tier Status and Benefits

The Program will include Tier Status based on the cumulative amount of Points earned in the current calendar year based on the level of Rent spend and non-Rent spend through your Membership Account, explicitly excluding Points earned through non-spend related activities including but not limited to referrals and courtesy Points, as outlined below:

- **Blue Status:** Members who earned less than Twenty Five Thousand (25,000) Points in a calendar year.
- **Silver Status:** Members who earned between Twenty Five Thousand (25,000) and Forty Nine Thousand Nine Hundred Ninety Nine (49,999) Points in a calendar year.
- **Gold Status:** Members who earned between Fifty Thousand (50,000) and Ninety Nine Thousand Nine Hundred Ninety Nine (99,999) Points in a calendar year.
- **Platinum Status:** Members who earned at least One Hundred Thousand (100,000) Points in a calendar year.

Tier Status earned in any given calendar year will be maintained through the end of the following calendar year.

Members who have earned Silver Status, Gold Status or Platinum Status may earn interest on Points in the form of bonus Points (“Bonus Points”). This Bonus Points calculation is determined at Bilt’s sole discretion on a month-to-month basis will be applied to the Member’s current spendable point balance on the last calendar day of each month, or the proceeding business day if the last day falls on a Saturday, Sunday or other holiday. These Bonus Points will be credited to your Membership Account within the first 5 days of the following month. For the avoidance of doubt, “interest” on Points will be exclusively denominated in additional Bonus Points and cannot be redeemed directly for cash.

## 8. Ways to Earn Bonus Points

We may offer you ways to earn Bonus Points through the Program or with third- party partners, such as special promotional offers. You’ll find out more about the number of Bonus Points you can earn and any other terms at the time of the offer. The additional terms for those Offers are incorporated by reference herein as part of this Agreement. Taking advantage of Offers is optional and such Offers may be subject to any such third party’s additional terms and conditions that are outside of Bilt’s control. Bilt is not liable for the actions of those parties and their implementation of such additional terms and conditions. It is the Member’s responsibility to read carefully and comply with any terms and conditions imposed in connection with any Offer.

Points will be considered earned when posted to your Member Account, based on the Qualifying Purchases or Rent paid with your Membership Account, plus any Bonus Points posted, if any, but minus any returns or refunds. If you have returns or refunds more than Points earned from Qualifying Purchases, Rent payment, or Bonus Offers, then the associated Points will be deducted from your total Point balance and may result in a negative Point balance.



You'll see the total Points you've earned reflected on the Bilt App or Website.

We may, from time to time, provide additional ways for you to see Points you've earned, such as through Biltrewards.com.

### **9. How You Can Use Your Points**

You can use your Points to redeem for any available reward options. Options may include:

- Transfer of Points to participating frequent travel Programs;
- Rent;
- Fitness & lifestyle partners;
- The Collection curated by BILT;
- Down-payment on the initiation of a mortgage and products or services made available through the Program or directly from Bilt-approved third party merchants.

We may, from time to time, provide additional ways for you to use your Points, in addition to those described in this Agreement.

Redemption values for reward options vary. You are responsible for how Points are used, including if you allow Authorized users to access your Points. To use your Points, minimum and maximum amounts may apply. We'll let you know about any minimum or maximum amounts, as well as any additional terms and conditions, before you use your Points. Once Points have been used, the transaction is considered final and may not be cancelled unless otherwise noted at the time of the transaction.

The amount of time it takes for the delivery of items depends on the item. Some items can't be shipped to PO Boxes or foreign addresses. Applicable sales/use taxes, fees, surcharges, and shipping and handling charges are your responsibility. We will let you know when these charges apply.

Bilt is not responsible for replacing lost, stolen, or damaged redemption items, including promo codes, tickets, or gift cards or for a merchant's failure to honor them.

### **10. How You Could Lose Your Points/Point Expiration**

Your Points don't expire as long as your Membership Account is open and active, however, you will immediately lose all your Points if your Account status changes to inactive, or your Account is closed, for any of the following reasons:

- you fail to comply with this Agreement or any other agreement you have with Bilt;
- you file for bankruptcy;
- we believe that you've engaged in fraudulent activity related to your Account or the Program;
- we believe that you've misused the Program in any way, for example:
- by the unauthorized buying or selling of Points, unless expressly authorized through the Bilt App or Website;



- by moving or transferring Points to an ineligible third party or account;
- by repeatedly opening or otherwise maintaining Membership Accounts for the purpose of generating Points or rewards.

Upon cancellation of your Membership Account for any reason, you will lose all Points immediately, regardless of when or how they were acquired.

If we decide to cancel the Program, you'll have at least thirty (30) days from the date we cancel the Program to use your Points, as long as you don't lose them for any of the reasons described in this Agreement. If you don't use your Points during that time, you'll lose them.

We won't reinstate Points you lose, unless we've determined, in our sole discretion, there has been an error.

### **11. Caution and Warning**

Bilt reserves the right to reject, revoke, cancel, terminate, or suspend any Membership, benefit, and/or any and all Points, or take any other action at its discretion, at any time with immediate effect and without written notice or liability to any Member, if Bilt, in its sole discretion, believes: (a) the Member has (1) violated any of the Program rules; (2) abused the Program or acted in a manner to illegitimately accumulate Points; (3) acted in a manner inconsistent with applicable law, regulations or ordinances; (4) engaged in any misconduct or wrongdoing in connection with the Program; or (5) engaged in abusive, fraudulent, inappropriate, or hostile conduct in connection with the Program; or (b) Bilt's provision of the Program and/or any associated benefits to Member may violate any applicable laws to which Bilt is subject from time to time.

Any attempt to deliberately damage or undermine the legitimate operation of the Program or the Bilt App or Website may be a violation of criminal and civil laws. Should such an attempt be made, Bilt reserves the right to seek damages or other remedies to the fullest extent permitted by law. Any abuse of the Program, failure to follow any terms of the Program, or any misrepresentation by a Member may subject that Member to cancellation of his/her Membership and will affect eligibility for future participation in the Program. Bilt reserves the right to seek all remedies, whether available at law or at equity, criminal or civil, in the event a Member defrauds or abuses the Program, fails to follow any terms of the Program, or makes any misrepresentations to Bilt.

### **12. Corrections/Negative Points Balance**

At any time and in the sole discretion of Bilt (including, without limitation, where a Member was not eligible to earn a specific benefit pursuant to these Program Rules), Bilt may correct (i) the amount of Points credited to a Member's Account, and (ii) any other Reward that has been credited to a Member's Account. If, after a correction, or for any other reason, you have a negative balance in your Rewards Account, any Points you subsequently receive will be applied first to reduce the negative balance. You will not be able to use Points until your balance becomes positive. The balance in your Rewards Account can be negative if, for example:

The Points you received for a purchase are reversed because you returned the purchase and you do not have enough Points in your Rewards Account to cover the reversal; or

We determine that you are ineligible to receive a Points incentive award, and you do not have enough Points in your Rewards Account to cover the reversal of that award.

Bilt reserves the right to invoice you for Points received for which Bilt subsequently determined you



were ineligible, which Bilt may later seek to collect subject to this Section 12.

### **13. Termination/Cancellation**

The Program has no predetermined termination date and may continue until such time as we, at our sole discretion, elect to designate a Program termination date. We may, in our sole discretion, terminate the Program, in whole or in part, at any time, with thirty (30) days' notice, which may result in loss of accumulated Points and Rewards and the cancellation of all benefits and privileges associated with the Program. If we decide to cancel the Program, you'll have at least thirty (30) days from the date we cancel the Program to use your Points, as long as you don't lose them for any of the reasons described in this Agreement. If you don't use your Points during that time, you'll lose them. If you wish to cancel your participation in the Program, you may contact our customer service team at [support@biltrewards.com](mailto:support@biltrewards.com).

### **14. Other Important Information You Should Know**

Notwithstanding the foregoing, Bilt's failure to exercise any of its rights under these Program rules 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 our ability to perform, will allow Bilt to suspend or terminate the Program.

All dollar amounts referred to in this Agreement are in U.S. dollars (USD).

We may assign our rights and obligations under this Agreement to a third party, who will then be entitled to any of our rights that we assign to them.

We're not responsible for any disputes about the Program you may have with any Authorized Users on your account.

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., 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 Program, any fraud or misuse of the Program, violation of this Agreement and/or violation of any applicable law or the rights of any third party.

Notwithstanding anything to the contrary herein or in the Privacy Policy, you hereby agree that Bilt and Fidel, Ltd. may use transaction information regarding transactions you make on third-party cards that you link for use in connection with participation in the Service to enable any applicable Payment Card Network (Mastercard, Amex, Visa or Discover) to monitor activity on your payment card to identify, track and record transactions and share such transaction data in order to receive rewards in connection with the Program.

The merchants and third party service providers that participate in the Program are not affiliated with us and are not sponsors or co-sponsors of the Program. All participating merchant and third party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third party service providers are subject to change without notice.

Credit Reporting Services - Pursuant to the Bilt Rewards Rental Payment Credit Reporting Service





Terms & Conditions, Bilt may report Rent payments made by you to a credit reporting agency (a "CRA"), or a third party that reports such Rent payments to a CRA which in part is designed to assist parties in establishing a credit history and/or a credit score. Once payments have been reported by Bilt to a CRA or third party, the reporting of those payments cannot be modified, amended, or cancelled. A Member may dispute an entry on their credit report derived from information provided by Bilt to a CRA by notifying Bilt by email at [support@biltrewards.com](mailto:support@biltrewards.com).

Participating merchants and third party service providers are solely responsible for the quality and performance of any products or services they provide. Bilt is not responsible for any aspects of the products and services provided by participating merchants or third party service providers.

The Program is void where prohibited by federal, state, or local law.

This Agreement and use of the Program is governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use the Program.

### **15. Communications**

We may send communications about the Program and marketing messages to you at any mailing or email address in our records or through our online services, such as SMS or the Bilt App or Website.

By providing your phone number and enrolling in the Program, you are providing Bilt or our agents your express consent to receive marketing messages, SMS, and texts, including by automated means, at the number provided, even if the number is on a corporate, state, or national Do Not Call list. You acknowledge and agree that you are not required to agree as a condition of any purchase or service, and you represent that you are at least 18 years old and the age of majority in your jurisdiction of legal residence. To opt-out of marketing messages, please contact our Customer Service team at [support@biltrewards.com](mailto:support@biltrewards.com).

Let us know right away about any changes to your contact information in the Bilt App or Website.

### **16. Telephone Monitoring**

You agree that Bilt and its third party service providers may listen to and record telephone calls as part of providing Program services.

### **17. LIMITATION OF LIABILITY AND RELEASE**

BY ENROLLING IN THE PROGRAM, 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 THIS AGREEMENT; (B) TO WAIVE ALL OF YOUR RIGHTS TO BRING ANY CLAIM, ACTION, OR PROCEEDING AGAINST BILT, ITS PARENT OR AFFILIATED ENTITIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FIDEL LTD. AND ANY APPLICABLE PAYMENT CARD NETWORK (MASTERCARD, AMEX, VISA OR DISCOVER) (COLLECTIVELY, THE "RELEASED PARTIES") IN CONNECTION WITH THE PROGRAM 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 PROGRAM AND/OR BILT APP OR WEBSITE, INCLUDING BUT NOT LIMITED TO YOUR PARTICIPATION OR INABILITY TO PARTICIPATE IN



THE PROGRAM OR ANY OFFER OR BENEFIT; (II) ANY ERRORS PUBLISHED IN RELATION TO THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY TYPOGRAPHICAL ERRORS, PRINTING, ERRORS OF DESCRIPTION, ERRORS IN THESE RULES OR ANY PROGRAM MATERIALS, AND ERRORS IN THE CREDITING OR DEBITING OF POINTS FROM MEMBER 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 PROGRAM OR ANY COMPONENT THEREOF; (V) HUMAN ERROR; (VI) ANY TECHNICAL MALFUNCTIONS OR UNAVAILABILITY OF THE BILT APP OR WEBSITE, COMPUTER SYSTEM, POS, 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 PARTICIPATION IN THE PROGRAM AND/OR THE ACCEPTANCE OR USE OF ANY BENEFIT. BY PARTICIPATING IN THE PROGRAM, YOU EXPRESSLY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR YOUR PARTICIPATION AND AGREE THAT 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 PROGRAM, 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 OUR 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 PROGRAM (WHETHER YOUR CLAIM IS BASED IN LAW OR EQUITY) SHALL BE THE CREDITING OR RE-CREDITING TO YOUR PROGRAM 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 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.

#### **18. DISCLAIMER OF ALL WARRANTIES**

WITHOUT LIMITING THE FOREGOING, THE PROGRAM, INCLUDING, WITHOUT LIMITATION, THE PROGRAM, BILT APP OR WEBSITE, AND ALL POINTS, OFFERS, DISCOUNTS AND BENEFITS, ARE 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. AND PAYMENT CARD NETWORKS (VISA, MASTERCARD AND AMEX), WARRANT THAT: (A) ANY INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THIS PROGRAM WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THIS PROGRAM WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) ANY RESULT OR OUTCOME CAN BE ACHIEVED.

NEITHER THE PROGRAM NOR ANY BENEFIT OFFERED BY THE PROGRAM CREATES, CONSTITUTES OR GIVES RISE TO ANY LEGAL OR CONTRACTUAL RIGHTS BY MEMBERS AGAINST BILT. A MEMBER'S USE OF THE PROGRAM 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 LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. THIS SECTION WILL SURVIVE TERMINATION OF MEMBER'S PARTICIPATION IN THE PROGRAM.

#### **19. Severability**

The provisions of this Agreement are intended to be interpreted in a manner which makes them valid, legal, and enforceable. If any portion of this Agreement should be held invalid or unenforceable for any reason, such portion shall be deemed modified or severed from this Agreement in such a manner as to enable the remaining portions of this Agreement to remain in full force and effect as if no invalid or unenforceable provision had been part of this Agreement. 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 this Agreement without affecting the validity, legality, or enforceability of any of the remaining provisions.

#### **20. Enforceability and Governing Law**

The failure of Bilt to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. This Agreement constitutes the entire Agreement between you and Bilt with regard to your use of the Program and any previous Agreement that may exist between you and Bilt is hereby superseded. This Agreement cannot be changed or modified by you except as posted 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 Program 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 Program and the terms of this Agreement.

## 21. 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 this Agreement, 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 this Agreement, 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 this Agreement for any reason. Notwithstanding the foregoing, Bilt may bring a claim for injunctive relief against your violation of this Agreement 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 this Agreement as a court would.

## 22. Privacy

For an explanation of Bilt's practices and policies relating to the collection, use, and storage of Member personal information, please refer to Bilt's Privacy Policy. Bilt, its agents, affiliates, subsidiaries, representatives or service providers may use Members' personal information for purposes of Point fulfillment and/or for future marketing, such as to notify them of a product or promotion that may be of interest.

## 23. Payment Card Linking

The following provisions apply if you choose to link a payment card to the Program.

- (i) Definitions.
  - "Eligible Card" shall mean any Visa, MasterCard, American Express or Discover card in the individual name of the applicable user of the Program and which is eligible to become a linked card as determined by Bilt and Fidel Ltd. Bilt is not under any obligation to determine the eligibility of any such card prior to a user making a link request as provided below, and Bilt and Fidel Ltd. (Bilt's service provider of card linked services) shall have the right to remove any such card from eligibility at any time and for any reason. As explained below in "Card Eligibility," not all Visa, MasterCard, Amex and Discover cards are eligible for registration as a Linked Card.
  - "Eligible Transaction" shall mean any eligible purchase transaction (not being a cash withdrawal, cash advance, card check transaction, instant loan) whereby a user makes a purchase using a linked card meeting the terms associated with the offer available at a Participating Merchant.



- “Participating Merchants” shall mean the brands or merchants that are partnered with Bilt where users can earn Points.
  - “Qualified Purchase” shall mean a transaction on a linked Eligible Card that qualifies to receive Points pursuant to the terms and condition of a Bilt offer.
  - “Payment Card Networks” shall mean as Mastercard, Amex, Visa or Discover.
  - “Linked Card” shall mean an Eligible Card that a user links for use in connection with participation in the Program.
- (ii) Card Eligibility and Card Linking. Only Eligible Cards may become linked cards and the same Eligible Card may only be a linked card on a single account once. A linked card shall remain a linked card unless you un-link a linked card.
- a. Linking an Eligible Card: To link an Eligible Card, go to your account and follow the prompts to enter the Eligible Card information and click “submit.” Upon your clicking submit, you will be informed that your Eligible Card has been successfully linked and will be accessible under your account.
  - b. Un-linking a Linked Card. To un-link a Linked Card, go to your Account, tap on the card you would like to unlink, follow the prompts to unlink such card. As soon as a Linked Card has been un-linked, transaction monitoring as to such card will immediately cease, and transactions using such card will no longer be eligible to participate in the Service. A Linked Card shall remain linked until you unlink the card.
  - c. Card eligibility. Not all Visa, MasterCard, American Express and Discover cards are eligible for registration. Corporate cards, purchasing cards, non-reloadable prepaid cards, government-administered prepaid cards (including EBT cards), healthcare (including Health Savings Account or Flexible Spending Account or insurance prepaid cards, cards whose transactions are not processed through the Payment Card Networks payment systems are not eligible to participate.
  - d. Transaction eligibility. Not all participating merchants or transactions with your Linked Card may be eligible to earn Points. Visa, Mastercard, Amex and Discover may be unable to monitor every transaction made with your enrolled card. This may include PIN-based purchases on debit cards, purchases you initiate through identification technology that substitutes for a PIN, payments made through third-party digital wallets or payment apps, payments of existing balances, balance transfers, or transactions that are not processed or submitted through a Payment Card Network payment systems
- (iii) Eligible Transactions and Earning Points. The Points available to you through the Program are based on the Eligible Transaction you make. You can earn Points by making an Eligible Transaction on a Linked Card at a participating merchant within the terms associated with the offer and in accordance with this Agreement.
- (iv) Collection and Use of Transaction Data. Bilt uses Fidel Ltd. and the Payment Card Networks to monitor transactions for your participation in the Program. Your agreement to this Agreement authorizes Fidel Ltd. and the applicable Payment Card Network(s) to monitor the transactions made with your Linked Card(s) with participating merchants to confirm Eligible Transactions. The data collected from Fidel Ltd. includes your Linked Card identifier, merchant location, transaction date, time and amount.
- a. By agreeing to this Agreement and registering a payment card as the Linked Card in connection with transaction monitoring, you authorize Bilt to share your Linked Card information with the Payment Card Networks so the applicable Payment Card



- Network(s) is or are informed of the registration of the Linked Card as a part of Program. You authorize the applicable Payment Card Network(s) to monitor transactions on your Linked Card(s) to identify Eligible Transactions (and Eligible Transaction dollars) in order to determine whether you have qualified for or earned an offer linked to your Linked Card(s), and for the Payment Card Network(s) to share such transaction details with Bilt and participating merchants to enable your Linked Card(s) offer(s) and provide offers that may be of interest to you. You may opt-out of transaction monitoring on the Linked Card(s) at any time by un-linking the Linked Card on your account.
- b. By agreeing to this Agreement and enrolling the Linked Card(s), you authorize the applicable Payment Card Network(s) to monitor and share transaction data with Fidel Ltd. as part of your participation in the Program. You also acknowledge and agree that Fidel Ltd. may share certain details of your Eligible Transactions with Bilt and participating merchants, and/or Payment Card Network(s), to enable your participation in the Program and for other purposes in accordance with this Agreement. You may opt-out of transaction monitoring on the Linked Card(s) at any time by un-linking the Linked Card.
  - c. Notwithstanding anything to the herein or in the Privacy Policy to the contrary, Bilt and its third party service providers (including Fidel Ltd.) may use information regarding the transactions that you make on Linked Cards as follows:
    - i. Use transaction data such as transaction amount, transaction time and merchant location to confirm an Eligible Purchase or return to match transactions to confirm whether you qualify for Points.
    - ii. Share transaction data with the participating merchant where a transaction occurred as needed for the merchant to confirm a specific transaction occurred.
    - iii. Provide participating merchants or third party service providers aggregated and anonymized information relating specifically to registered card activity solely to allow participating merchants and third party service providers to assess the results of their campaign.
    - iv. Create a record of the transaction data and thereafter maintain and use data in connection with operating the Program.
    - v. Provide information in order to respond to a request from governmental authority or a payment organization involved in a transaction with you or a participating merchant. You authorize the sharing, exchange and use of transactional information described above and herein by and among Bilt and Bilt's third party service providers, applicable Payment Card Networks and applicable merchants.
    - vi. Please see our Privacy Policy for more information about the collection, usage and disclosure of your personal information.
  - d. Service Provider Terms. In order to add a Linked Card, you must accept any terms and conditions presented by Fidel Ltd.
    - i. Payment Card Networks. You agree that the Payment Card Network will not be liable to you or to any third party for any loss whatsoever resulting in connection with (directly or indirectly) this Agreement and your participation in the Program.
    - ii. Lost Transactions. Neither Bilt nor its service providers shall be responsible for communications, including reporting of Eligible Transactions and/or Eligible Transaction Points, lost due to communication issues including change of address or other contact information or technical issues or malfunctions.



## 24. Bilt Rent Account

Subject to the Bilt Services Terms of Use, 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. 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. 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; 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; and 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. 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 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](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.

**END**