BILT

Last Updated October 27, 2026

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/, the 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") or by the mortgage lender, mortgage servicer or any third party affiliated with the mortgage loan for which you make mortgage payments (your "Mortgage Company"), and you agree that this Agreement is between you and Bilt, and that your Rental Provider or Mortgage Company is not a party to such Agreement. You expressly acknowledge that your Rental Provider or Mortgage Company 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.

- "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.
- "Authorized user" shall mean anyone legally authorized by you to use your Membership Account.
- "Bank Partner" shall mean any Bank partner of the Bilt Co-Branded Credit Card.

- “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.
- “Bilt,” “Company,” “we,” or “our” shall mean Bilt Technologies, Inc., the sponsor of the Bilt Rewards Program.
- “Bonus Points” has the meaning set forth in section 7 of this Agreement.
- “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. 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.
- “Credentials” has the meaning set forth in section 26 of this Agreement.
- “CRS” has the meaning set forth in section 14 of this Agreement.
- “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.
- “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, Fidel Ltd. and Reward Network.
- “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.
- “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, titled “How You Could Lose Your Points/Point Expiration”.
- “Fast Track” has the meaning set forth in section 7 of this Agreement.
- “FSA/HSA” shall mean an individual-owned, or employer- or government-sponsored benefit account designed to help cover a range of out-of-pocket health expenses and other expenses, such as flexible spending accounts and health savings accounts.
- “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 or a loan that is serviced by a Mortgage Company that is in-network when you enter your loan information in the Bilt App or Website.
- “Inactive Account” means a Membership Account for which there has been no activity for 18 months. Activity for the purposes of this definition means: i) Rent payments or Mortgage 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.

- "Linked Card" shall mean an Eligible Card that a user links for use in connection with participation in the Program.
- "Lynx" shall mean Lynx FinHealth, Inc.
- "Member," "Rewards Member," "you" or "your" shall mean the person who elects to earn Points on Rent, Mortgage Payments (defined below) and/or Qualifying Purchases by enrolling in the Bilt Rewards Program, who is responsible for the Program Membership Account and compliance with this Agreement.
- "Membership Account" or "Account" shall mean the Program account through which the Member participates in the Program.
- "Method" shall mean Forward Lending, Inc.
- "Mortgage Payment" shall mean the regular payment made to an eligible Mortgage Company to repay a mortgage loan secured by a residence, as further discussed in Section 6 of this Agreement, titled "How You Can Earn Points".
- "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.
- "Participating Merchants" shall mean the brands or merchants that are partnered with Bilt where users can earn Points.
- "Payment Account" has the meaning set forth in Section 26 of this Agreement.
- "Payment Account Bank" shall mean Column N.A., Member FDIC; and any other bank that holds Payment Accounts, and "your Payment Account Bank" shall mean the Payment Account Bank that holds the Payment Account used to facilitate payments on your behalf.
- "Payment Card Networks" shall mean Mastercard, Amex, Visa or Discover.
- "Payment Orders" has the meaning set forth in section 11.
- "Points" are Bilt points that may be earned by Members 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.
- "Program" shall mean the Bilt Rewards Program.
- "Qualified Purchase" shall mean a transaction on a linked Eligible Card that qualifies to receive Points pursuant to the terms and conditions of a Bilt offer.
- "Qualifying Points" has the meaning set forth in section 7 of this Agreement.
- "Released Parties" has the meaning set forth in section 17 of this Agreement.
- "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;"
- "Rental Provider" has the meaning set forth in section 1 of this Agreement.

- "Rewards Program Rules and Regulations" has the meaning set forth in Section 4 of this Agreement.
- "Tier Status" means the membership tier level achieved based on the level of Rent spend, Mortgage Payment spend and non-Rent/non-Mortgage Payment spend on your Account, which is further defined in the section 7 of this Agreement, "Tier Status and Benefits."
- "Transaction Fee" shall mean any applicable fee that may be charged to users who choose to make payments via the Bilt payment center.
- "Fee Waiver" shall mean the removal or reduction of any Transaction Fee that may be granted in accordance with specific promotions, Tier Status benefits or qualifying payment thresholds offered by Bilt.
- "Website" shall mean www.biltrewards.com or any other applicable Bilt website relating to the Program.

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 and have reached the age of majority in their jurisdiction of legal residence at the time of participation in the Program.

Only individuals are eligible to participate in the Program, and each individual may maintain only one (1) Account. 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’ prior 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 Partners; and
- 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 at 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 to the Program. Your continued use of the Program following any announced change will be deemed your conclusive acceptance of any change to this Agreement and the Bilt Services Terms of Use (as further discussed in section 26 of this Agreement). Accordingly, please review this Agreement and the Bilt Services 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 on the Bilt App and Website isn’t guaranteed. Your continued participation in the Program after we make any change signifies your acceptance of such change.

6. How You Can Earn Points

Members can earn points in one of the following ways:

- These terms apply to Rent payments made through the Bilt app or website prior to January 15, 2027 that are not made using a Bilt Card: for Rent payments made via ACH, debit card, peer-to-peer providers (e.g., Venmo, except where the funding instrument is a credit card), flexible payment solutions (e.g., Livble and Flex) or any credit card that is not a Mastercard®, Visa®, American Express® or Discover® credit card, Bilt Members will earn up to Two Hundred Fifty (250) Points per monthly Rent payment; for Rent payments made via a Visa®,

Mastercard®, American Express® or Discover® credit card (including Venmo where the funding instrument is a credit card), Bilt Members will earn 1 Point per $2 spent. Points cannot be earned on Rent payment fees under this offer including those assessed by peer-to-peer providers or flexible payment solutions. This offer is subject to change over time, and cannot be combined with other benefits or promotions that are specific to rent spend on the Bilt app or website using other non-Bilt Card credit cards (e.g., the Alaska Airlines Visa Signature® 3X Rent Spend Benefit).

- These terms apply to Mortgage Payments made through the Bilt app or website prior to January 15, 2027 that are not made using a Bilt Card: for Mortgage Payments made via ACH, Bilt Members will earn a flat rate of one hundred (100) Points per contractual Mortgage Payment; for Mortgage Payments made via debit card, Bilt Members will earn a flat rate of two hundred fifty (250) Points per contractual Mortgage Payment; for Mortgage Payments made via any Mastercard® credit card that is not a Bilt Card, Bilt Members will earn 1 Point per $2 spent per contractual Mortgage Payment. A "contractual" Mortgage Payment means the monthly payment amount contractually due under a mortgage loan, as determined by the applicable mortgage servicer. A Mortgage Payment that includes the monthly contractual amount bundled together with any additional principal, escrow or other amounts in a single transaction will also qualify to earn Points. A payment consisting solely of additional principal, escrow or any other amount beyond the monthly contractual amount due does not qualify to earn Points, regardless of the number of payments made in a given month. Members with more than one mortgage loan may earn Points on the contractual Mortgage Payment for each eligible loan. Points are earned per qualifying contractual Mortgage Payment per loan, not per calendar month. Mortgage Payments may only be submitted up to thirty (30) days in advance of the contractual due date; payments submitted more than thirty (30) days in advance are not eligible to earn Points. Points cannot be earned on mortgage payment fees under this offer. This offer is subject to change over time, and cannot be combined with other benefits or promotions that are specific to mortgage spend on the Bilt app or website using other non-Bilt Card credit cards (e.g., the Alaska Airlines Visa Signature® 3X Rent Spend Benefit).
- Members who have a Bilt Card will earn Points according to the Bilt Rewards Card Offer Terms. 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 applicable Bilt Card Cardholder Agreement and these Program Rules (as they relate to earning Points), the Cardholder Agreement controls.
- Bonus Offer Points: Bilt may also offer you ways to earn Bonus Points through the Program or with third-party partners, such as special promotional 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 Account. Members may not earn Points by using third party wallets, cards or other products to switch the method of payment to or from their Account following the completion of a purchase.

7. Tier Status and Benefits

The Program will include Tier Status, which can be earned through qualifying points ("Qualifying Points") and/or through a Fast Track based on cumulative spend ("Fast Track"), as defined below.

Tier Status earned through Qualifying Points is based on the cumulative amount of Points earned by you in the current calendar year based on the level of Rent spend, Mortgage Payment spend and non-Rent/non-Mortgage Payment spend through your Account, explicitly excluding Points earned through non-spend related activities, including but not limited to referrals and courtesy Points, Rent Free prize Points, incremental campaign Bonus Points, and Points awarded for marketing activities such as participating in member surveys ("Bonus Points").

Through Qualifying Points, you will achieve Tier Status as outlined below:

- Blue Status: Members who earned less than Fifty Thousand (50,000) Points in a calendar year.
- Silver Status: Members who earned between Fifty Thousand (50,000) and One Hundred Twenty-Four Thousand Nine Hundred Ninety-Nine (124,999) Points in a calendar year.
- Gold Status: Members who earned between One Hundred Twenty-Five Thousand (125,000) and One Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine (199,999) Points in a calendar year.
- Platinum Status: Members who earned at least Two Hundred Thousand (200,000) Points in a calendar year.

Tier Status earned through the Fast Track is based on the cumulative amount of dollars spent:

1) on the Bilt Card (not including Rent or Mortgage Payments),
2) on purchases made in the Bilt Travel Portal,
3) on purchases at Bilt Dining restaurants using any eligible card linked to the Bilt Member's Bilt account,
4) on net rideshare purchases of rides booked through the Lyft® app when Bilt Rewards is set as the active loyalty partner in the Lyft® app,
5) on SoulCycle® classes booked through the Bilt Rewards app or website,
6) and at other merchants clearly identified by Bilt as being part of the Program at the time the purchase was made, but explicitly excluding dollars spent on Rent or Mortgage Payments.

Through the Fast Track, you will achieve Tier Status as outlined below:

- Blue Status: Members who spent less than Ten Thousand ($10,000) dollars in a calendar year.
- Silver Status: Members who spent between Ten Thousand ($10,000) and Twenty-Four Thousand Nine Hundred Ninety-Nine ($24,999) dollars in a calendar year.
- Gold Status: Members who spent between Twenty-Five Thousand ($25,000) and Forty-Nine Thousand Nine Hundred Ninety-Nine ($49,999) dollars in a calendar year.
- Platinum Status: Members who spent at least Fifty Thousand ($50,000) dollars

in a calendar year.

The following Bilt Card purchases and transactions are excluded and will not count toward Tier Status via both Qualifying Points and the Fast Track: Balance transfers, special transfers, cash advances, cash withdrawals, card check transactions, instant loans, travelers checks, money orders, wire transfers or similar cash-like transactions, prepaid cards, gift cards, person-to-person payments (such as Venmo, PayPal, Cash App, or Zelle), tax payments (except property taxes included as Bilt Housing Payments), cryptocurrency or other digital currency purchases, fees or interest posted to your Bilt Card Account (including annual fees, late fees, and returned payment fees), lottery tickets, casino gaming chips, race track wagers or similar betting transactions, and checks that access your Bilt Card Account.

Bilt Members will achieve the higher of the two statuses earned via Qualifying Points and the Fast Track. Once earned, Tier Status remains valid for the remainder of the earning calendar year, all of the following calendar year, and through January 15th of the year after that. For example, if you earn a Tier Status at any point in 2025, you'll keep that status through January 15th, 2027.

You understand and agree that we can change the Tier Status requirements above any time, and that your participation in the Program after we make a change signifies your acceptance of such change.

Transaction Fees may apply when making payments via the Bilt payment center. The applicable Transaction Fee amount may vary based on payment method and other factors. Members acknowledge that certain payment methods, including credit card payments, may incur a Transaction Fee. A Fee Waiver may be granted to Members based on their Tier Status, as part of promotional offers or as otherwise described on the Bilt Platform. The specific Fee Waiver eligibility criteria and waiver amounts are determined by Bilt and may change from time to time.

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.

To be eligible to earn Bonus Points, you must enroll in the Program by creating a Membership Account before you take advantage of an Offer. Bilt is only responsible for honoring Offers based on the data it receives from its third-party partners. It is possible that a new Offer activation is delayed when a Qualifying Purchase occurs, and you are recommended to check your Membership Account on the Platform and emails from Bilt to confirm the Offer status. Points will be considered earned when posted to your Member Account, based on the Qualifying Purchases, Rent paid or Mortgage Payments made 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, Mortgage Payments 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.

From time to time, we may make special offers available to particular Members based on various factors such as spending patterns, location or participation history. These offers may include Bonus Point opportunities, special redemption options or promotional reward availability that are not available to all Members. These targeted offers are made at our sole discretion and may be available for a limited time only. Members who have received targeted communications about such offers may be required to follow specific instructions outlined in those communications in order to qualify. Targeted offers are not transferable and are intended solely for the Member to whom they are originally made. We are under no obligation to extend any particular targeted offer to any particular Member regardless of their spending, status or history with the Program. Some rewards redemption options, including but not limited to gift cards and transfers to certain partners, may be subject to additional verification requirements or limitations based on account standing, identity verification or other security measures at our sole discretion. In certain cases, higher-value redemptions may require additional verification steps before completion.

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;
- Bilt Home Collection goods; and
- 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.

10. How You Could Lose Your Points/Point Expiration

Your Points don't expire as long as your 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; or 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; or
- by repeatedly opening or otherwise maintaining Accounts for the purpose of generating Points or rewards.

Upon cancellation of your 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, this Agreement, 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) ordered or requested the transfer to or withdrawal of Rent from a Payment Account (as defined below) (each, a "Payment Order") in violation of applicable law; (5) engaged in any misconduct or wrongdoing in connection with the Program; or (6) 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, a Bank Partner or a Payment Account Bank is subject from time to time.

You acknowledge and agree that you are bound by all applicable laws, regulations and ordinances. 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 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.

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.

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. You may not assign your rights under this Agreement to a third party without our prior written consent.

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, Column N.A., Fidel Ltd., Rewards Network Establishment Services, Inc. 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, Fidel Ltd. and Rewards Network Establishment Services, Inc. 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.

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 New York, and will apply no matter where you live or use the Program.

15. Communication

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.

Let us know right away about any changes to your contact information in the Bilt App or Website. You must also timely notify us of any changes to your information provided to a Bank Partner.

16. Telephone Monitoring

You agree that Bilt, the Bank Partners and their respective 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., REWARDS NETWORK ESTABLISHMENT SERVICES, INC., ANY APPLICABLE PAYMENT CARD NETWORK (MASTERCARD, AMEX, VISA OR DISCOVER), AND, WITH RESPECT TO SECTION 17(C)(XI), ANY PAYMENT ACCOUNT BANK (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, ERRORS OF DESCRIPTION, ERRORS IN THESE RULES OR ANY PROGRAM 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 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; (X) ANY ACTS OR OMISSIONS BY YOU OR THIRD PARTIES INCLUDING NEGLIGENCE OR WILLFUL MISCONDUCT; AND (XI) THE TIMELINESS OR SATISFACTION OF A RENT PAYMENT PROCESSED BY A PAYMENT ACCOUNT BANK THROUGH A PAYMENT ACCOUNT (AS DEFINED BELOW).

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 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.

18. DISCLAIMER OF ALL WARRANTIES

WITHOUT LIMITING THE FOREGOING, THE PROGRAM, INCLUDING, WITHOUT LIMITATION, 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., REWARDS NETWORK ESTABLISHMENT SERVICES, INC., THE PAYMENT ACCOUNT BANKS 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. This Agreement is deemed to include any other provisions required to be included herein by applicable law, which you agree to comply with.

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 the law 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. By providing your phone number and enrolling in the Program, you are providing your express consent for Bilt to collect engagement and transaction information from our merchant partners about you, including your name and phone number, as a member of the Program in order to provide notice and issuance of rewards and benefits in our merchant ecosystem. To opt-out, please contact our Customer Service team at support@biltrewards.com.

23. Durable Credit Pulls

You authorize Bilt or its service providers to obtain your consumer reports periodically so we can service your account and provide our products and services to you. These are soft inquiries that do not affect your credit score.

24. External Account Verification and Eligibility Services

Bilt may use Lynx and its service providers to determine whether you maintain an FSA/HSA account that qualifies for use with Bilt's FSA/HSA reimbursement services. By enrolling in the Program, you authorize Bilt, Lynx, and their respective service providers to share limited identifying information with, and receive limited information from, FSA/HSA administrators for this purpose.

25. Payment Card Linking

When you add an Eligible Card to your Bilt Wallet, you consent to your card network sharing transaction information with Bilt pursuant to these Bilt Rewards Terms and Conditions. Bilt may use transaction data related to your linked Eligible Cards provided by Mastercard to Bilt for the purpose of offering personal finance management functionalities and operating the Program for your benefit. You can revoke your consent and unlink your card(s) at any time through the Bilt App or Website. For more information about how Mastercard collects and processes your data, please visit the Mastercard Privacy Notice at https://www.mastercard.us/en-us/vision/corp-responsibility/commitment-to-privacy/privacy.html

If you register a payment card in connection with Bilt, we will collect or receive data relating to transactions with the registered payment card from third parties including Rewards Network Establishment Services Inc. Notwithstanding anything to the contrary in other terms or privacy policies, transaction data will be used to monitor transactions on your registered payment card(s) to identify qualifying purchases, determine eligibility for the program, operate and analyze the effectiveness of the payment card linking. Notwithstanding anything herein to the contrary, data received directly from Mastercard

is only used to facilitate transaction monitoring and the awarding of Points.

Bilt uses Method to obtain information from your liability accounts and share that account information with us. By using Bilt to link your credit cards and liability accounts seamlessly, you agree to Method's Privacy Policy and Terms of Use. To link a credit card, you must provide your CVV to authenticate the card and to confirm your account number and the name of your card issuer. By doing so, you're providing those account details to us and agreeing that we can retain that information to provide you payment processing, rewards issuances and personal finance tools.

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

I. Card Eligibility and Card Linking. Bilt is not under any obligation to determine the eligibility of any card prior to a user making a link request as provided below, and Bilt, Fidel Ltd. (Bilt's service provider of card linked services) and Rewards Network Establishment Services, Inc. shall have the right to remove any such card from eligibility at any time and for any reason. Not all Visa, Mastercard, Amex and Discover cards are eligible for registration as a Linked Card. For the avoidance of doubt, and notwithstanding anything to the contrary in these Terms and Conditions, Points will not be made available to you through the Program for non-rent transactions completed using an international credit card or a Discover card. 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 FSAs/HSAs or insurance prepaid cards), and 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 system.

II. 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. For the

avoidance of doubt, Points will not be made available to you for an Eligible Transaction if your Linked Card is not linked at the time the transaction is made.

III. Collection and Use of Transaction Data. Bilt uses Fidel Ltd., Rewards Network Establishment Services, Inc. and the Payment Card Networks to monitor transactions for your participation in the Program. Your agreement to this Agreement authorizes Fidel Ltd., Rewards Network Establishment Services, Inc. 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. and Rewards Network Establishment Services, Inc. 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, Fidel, Ltd. and Rewards Network Establishment Services, Inc. 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 the 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. and Rewards Network Establishment Services, Inc. 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 herein or in the Privacy Policy to the contrary, Bilt and its third party service providers (including Fidel Ltd. and Rewards Network Establishment Services, Inc.) may use information regarding the transactions that you make on Linked Cards as follows:

1. 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.
2. Share transaction data with the participating merchant where a transaction occurred as needed for the merchant to confirm a specific transaction occurred.
3. 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.
4. Create a record of the transaction data and thereafter maintain and use data in connection with operating the Program.
5. 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.

6. 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., Rewards Network Establishment Services, Inc., and the applicable 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.

E. 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.

26. Bilt Rent Account

Subject to the Bilt Services Terms of Use, Bilt may make available to you a Bilt Rent Account ("Payment Account"), which is a transaction bank account established by us for your benefit and the benefit of other Bilt customers that can be used for the limited purpose of facilitating Rent payments to your payee. You acknowledge and agree that, in making the Payment Account available to you, including giving you access to Credentials, as defined below, you do not hold an account at the Payment Account Bank who maintains the Payment Account and that you are not a customer of such Payment Account Bank. You cannot give a security interest or pledge this Payment Account. This Agreement shall be deemed to include any other provisions reasonably necessary to be included herein to enable your use, and the Payment Account Bank's administration, of the Payment Account.

You authorize the Payment Account Banks to process Payment Orders submitted using the unique Payment Account details, including account and routing number, that we provide to you to enable your access to the Payment Account for the sole use of submitting a Rent payment ("Credentials"). To the extent permitted by applicable law, you may not dispute Rent payments through the Payment Account. Any Payment Order received by us (such as requests to make a rent payment from the Payment Account) will be deemed to be authorized by you, subject to applicable law; the use of any of your Credentials by another person will be as effective as your use of the Credentials, regardless of whether the person affixing the Credential was authorized by you and regardless of the means by which the Credential was affixed, subject to applicable law. You agree to keep confidential and to take all reasonable precautions and make all

reasonable efforts to protect the secrecy of all Credentials issued to you, selected by you, or utilized by you. If any of your Credentials become lost or known to another person, you agree to notify us immediately so that a replacement may be issued.

You grant to Bilt and each Payment Account Bank, and the Payment Account Bank reserves the right, to limit or to refuse to make, process or issue any payment initiated or requested pursuant to a Payment Order, in our or a Payment Account Bank's reasonable discretion, without any liability to you. We will use commercially reasonable efforts to provide notice promptly if we or a Payment Account Bank decide to limit or to refuse to make, process or issue a payment pursuant to a Payment Order. This notification is not required if the payment is prohibited by law or this Agreement. 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 reserves the right to review and may limit payments that appear inconsistent with your typical housing payment patterns or that may indicate potential misuse of the service. Bilt may automatically reject any payments over
$100,000 without prior approval from support@biltrewards.com. Rejected payments may result in fees or penalties from your property manager, mortgage servicer, bank or other third party service providers which Bilt is not responsible for.

To prevent fraud and comply with legal obligations, we may ask for additional information from you and from third parties. We or a Payment Account Bank may put your Payment Order, your Credentials, or your access to the Payment Account on hold for review. If you do not cooperate with such review process, your Payment Order may be delayed or declined. We reserve the right to limit or refuse your use of a particular Payment Account for any reason in our sole discretion. We may decline to make payments or otherwise deny you use of the Service, and we may decline to explain why.

You acknowledge that we may make or provide documentation to the Payment Account Banks or other third party servicer to make appropriate reports regarding payments made through the Payment Account, including but not limited to financial institutions, regulators, tax agencies and law enforcement authorities, as required or permitted by law, and we will cooperate with the appropriate authorities in any resulting investigation or prosecution. You agree that we and the Payment Account Banks may audit you and any Payment Orders submitted using your Credentials, including to audit your compliance with applicable law and this Agreement.

You may not submit any Payment Orders for transactions related to foreign politically exposed persons, payment processors, foreign financial institutions as defined by 31 CFR
§ 1010.605(f), or financial institutions as defined by 31 USC § 5312(a)(2). Additionally, you may not send funds to or receive funds from business entities engaged in any of the following businesses:

- Transactions involving sanctions targets;
- Direct onboarding or offboarding of cryptocurrency and cryptocurrency peer-to-peer payments;
- Marijuana-related businesses;
- Bearer share companies;
- Shell banks;
- Unlicensed or unregistered money services businesses;
- Unlawful Internet Gambling Companies as defined in the Unlawful Internet Gambling Act of 2006;
- Payday lenders;
- Missions, embassies and consulates;

- Adult entertainment and services businesses;
- Drug trafficking, drug paraphernalia manufacturing, or illicit drug distribution;
- Ponzi schemes, pyramid selling, pump and dump schemes, or other forms of “get rich quick” business models;
- Hate speech or abuse and unlawful discrimination;
- Weapons, ammunition, and firearms trading or manufacturing;
- Counterfeit goods;
- Illegal or criminal activity;
- Gems and mining businesses, precious metals, and commodities; or
- Pseudo-medical and pseudo-pharmaceutical companies.

We and the Payment Account Banks reserve the right to suspend or terminate the Payment Account at any time, for any reason (including for a violation of this Agreement or applicable law, reversal of any payment, the failure to pay applicable fees pursuant to this Agreement, inactivity, or if reasonably necessary to permit Bilt or a Payment Account Bank to comply with applicable law), in our reasonable discretion, without any liability to you. If we suspend or terminate your Credentials, access to the Payment Account, or ability to submit Payment Orders, we will use commercially reasonable efforts to provide notice to you, but will not be required to do so.

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