

BILT PLATFORM TERMS OF USE

THESE BILT PLATFORM TERMS OF USE (“TOU”) FORM A LEGAL AGREEMENT BETWEEN YOU, THE END USER (“You”) AND BILT TECHNOLOGIES, INC. (“Bilt”) THAT APPLIES EACH TIME YOU USE OR ACCESS THE LICENSED PLATFORM AND/OR MOBILE APPLICATION MADE AVAILABLE AND THEIR ASSOCIATED CONTENT, FEATURES, TOOLS, AND MATERIALS (collectively, the “Platform”). YOU SHOULD THEREFORE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS AS THEY GOVERN YOUR USE OF THE PLATFORM AND ITS FUNCTIONALITY.

IN PARTICULAR, THIS TOU CONTAINS AN ARBITRATION PROVISION THAT WAIVES YOUR RIGHT TO A COURT HEARING AND/OR A JURY TRIAL AND A CLASS ACTION WAIVER THAT WAIVES YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION LAWSUIT TO ENFORCE THIS CONTRACT.

IF YOU DO NOT AGREE WITH THIS TOU, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE PLATFORM AND ARE INSTRUCTED TO EXIT, UNINSTALL, AND/OR CEASE ALL USE OF THE PLATFORM IMMEDIATELY.

License Grant and Restrictions

This TOU provides to You a personal, revocable, limited, non-exclusive, non-sublicensable, and non-transferable license to use and access the Platform solely for Your personal, internal business and informational use as specifically described herein, conditioned on Your continued compliance with this TOU.

When using the Platform in accordance with the foregoing license, You shall not directly or indirectly: (a) use the Platform to create any service, software or documentation that performs substantially the same functionality as the Platform; (b) disassemble, decompile, reverse-engineer or use any other means to attempt to discover any source code, algorithms, or trade secrets underlying the Platform or any of its components; (c) encumber, sublicense, transfer, distribute, rent, lease, time-share or use the Platform in any service bureau arrangement or similar commercial purposes; (d) adapt, combine, create derivative works of or otherwise modify the Platform; (e) disable, circumvent, or otherwise avoid or undermine any security device, mechanism, protocol, or procedure implemented in the Platform; (f) use or access the Platform for any unlawful, fraudulent, deceptive, malicious, or otherwise harmful or injurious purpose; (g) remove, obscure, deface, or alter any proprietary rights notices on any element of the Platform or accompanying documentation; (h) use the Platform in any manner which could damage, disable, overburden, or impair the Platform or interfere with any third party’s authorized use of the Platform; (i) engage in any “data mining,” “deep-link,” “page-scrape,” or use “bots,” “spiders,” or similar data gathering and extraction tools or methods in connection with the Platform; or (j) probe, scan, or test the vulnerability of the Platform or any systems or network infrastructure connected with the Platform, including without limitation by stress testing or penetration testing.

User Obligations

You represent that You are at least eighteen (18) years of age or the legal age of majority in Your jurisdiction (whichever is greater) and will, at all times, provide true, accurate, current, and complete information (for which You have all necessary rights, permission(s), or authority to provide) when submitting information through the Platform. In addition, You are responsible for compliance with all

applicable laws, rules, and regulations with respect to Your use of the Platform (including use of any permitted copies of the Platform materials and information).

The Platform is not intended for use or access by any individual under the age of thirteen (13) years, and Bilt does not knowingly, willingly, or intentionally collect personal information from such individuals in any medium for any purpose.

Your Account

You may be required to register an account to use the Platform or certain features of the Platform. Each registration is for a single user only, unless otherwise expressly agreed by Bilt. Registration for the Platform may also require access credentials, such as a username and a password, or adherence to other access requirements as designated by Bilt in its sole discretion from time to time. You hereby agree to treat Your access credentials as confidential and not to disclose such information to any third party without the express prior written consent of Bilt, which may be granted or withheld in its sole discretion. You shall immediately notify Bilt if You suspect or become aware of any loss, theft, or unauthorized use of Your login credentials. Bilt will not be liable for any loss or damage arising from Your failure (whether intentional or unintentional) to comply with these obligations. By submitting the requested information to the registration form or similar process on the Platform, You represent and warrant that the information You submit for registration is complete, true, accurate, and current in all respects. You must maintain and promptly update Your submitted account information to ensure that such information is complete, true, accurate, and current. Bilt reserves the right to suspend, terminate, or otherwise discontinue Your account and/or pending registration if Bilt has reasonable grounds to suspect that any information You have submitted is untrue, inaccurate, not current, or incomplete, or that Your registration, account, or use of the Platform is in violation of applicable law or this TOU.

Electronic Communications

Bilt may send emails or other electronic messages to You concerning Your use of the Platform. You consent to receive such electronic communications and You agree that all such electronic communications constitute valid legal notices satisfying any requirement that such notices be in writing.

Rewards Terms & Conditions

In addition to this TOU, Your use of and access to the Bilt Rewards Program and its related benefits, information, and materials are subject to the Bilt Rewards Terms & Conditions available at <https://www.biltrewards.com/terms>. You agree to comply with all provisions of the Bilt Rewards Terms & Conditions, which are incorporated herein by reference. You acknowledge that Your breach of the Bilt Rewards Terms & Conditions shall constitute Your breach of this TOU.

Links to Third-Party Sites and Services

Certain services, features, or components made available via the Platform are delivered by third-party providers. By using any product, service, or functionality originating from the Platform, You hereby acknowledge and consent that Bilt may share such information and data with the applicable third-party provider as may be required to enable and facilitate the requested third-party product, service, or functionality via the Platform.

BILT EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY THIRD-PARTY MATERIALS, PROGRAMS, APPLICATIONS, TOOLS, PRODUCTS, AND SERVICES SET FORTH, DESCRIBED ON, OR ACCESSED THROUGH THE PLATFORM, AND YOU AGREE THAT BILT SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF ANY DEALINGS BETWEEN YOU AND A THIRD PARTY, WHETHER OR NOT FACILITATED BY OR MADE IN CONNECTION WITH THE PLATFORM

Third-Party Terms and Conditions

Additional notices, terms, and conditions may apply to products, services, receipt of or access to certain materials, participation in a particular program, and/or specific portions or features of the Platform, including without limitation the terms of third-party applications incorporating or utilizing the Platform and/or Your accounts with third-party providers of such applications. You hereby agree that: (a) this TOU operates in addition to any terms of use imposed or required by any such third-party provider; and (b) the terms of this TOU supplement and do not alter or amend any such third-party terms of use.

Data Privacy

You understand, acknowledge, and agree that the operation of certain features of the Platform may require or involve the provision, use, and dissemination of various items of personally identifiable information, including without limitation personal contact information. Please refer to the Bilt Technologies, Inc. General Privacy Policy available at <https://legal.biltrewards.com/policies> (as may be updated by Bilt from time to time), for a summary of Bilt's policies and practices regarding personally identifiable information.

Proprietary Rights

All materials and information included as part of the Platform, including without limitation all content, text, graphics, logos, and images made available on the Platform, as well as the compilation thereof, and any software or other proprietary materials used on or integrated with the Platform, are the property of Bilt or its applicable third-party licensors, and are protected by copyright and other laws governing intellectual property and proprietary rights. Bilt reserves all rights in the Platform not expressly granted herein.

You agree that You do not acquire any ownership rights in any part of the Platform under this TOU or through Your use of the Platform. Bilt does not grant You any rights or licenses, express or implied, to any intellectual property hereunder except as specifically authorized by this TOU.

Mobile Usage

The Platform offers various tools or display functionality that may be accessible via Your mobile phone or other mobile computing device. Please note that Your mobile carrier's normal messaging, data, and other rates and fees will apply to Your use of the Platform. In addition, downloading, installing, or using the Platform on Your mobile device may be prohibited or restricted by Your mobile carrier, and not all functionality on the Platform will work with all carriers or devices or in all locations. Therefore, You are solely responsible for: (i) checking with Your mobile carrier to determine if the Platform is available for Your mobile devices; (ii) the restrictions, if any, may be applicable to Your use of the Platform; and (iii) determining and keeping track of the network and data fees or similar charges associated with such use.

Additional Terms and Conditions for Apple Users

NOTE – The terms and conditions of this paragraph apply to You only if You downloaded Bilt’s mobile application (the “App”) through Apple Inc.’s App Store. You acknowledge that this TOU is between You and Bilt, and that Apple Inc. (“Apple”) bears no responsibility for the App and its content. The license grant under this TOU with respect to the App is a non-transferable license to use the App on any Apple-branded products that You own or control as permitted by this TOU and the Usage Rules set forth in the Apple Media Services Terms and Conditions, except that the App may be accessed and used by other accounts associated with You via “Family Sharing” (as defined in the Apple Media Services Terms and Conditions) or volume purchasing. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of Bilt’s mobile app to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price (if any) of the App to You; provided that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by You or a third party relating to the App or Your use of the App, including without limitation: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. In the event of any third-party claim that the App or Your possession and use thereof infringes a third party’s intellectual property rights, Apple will not be responsible for any investigation, defense, settlement, or discharge thereof. Apple and its subsidiaries are third-party beneficiaries of this TOU, and upon Your acceptance of this TOU, Apple will have the right (and will be deemed to have accepted the right) to enforce this TOU against You as a third-party beneficiary thereof.

Feedback

“Feedback” means any feedback, recommendations, enhancement requests, suggestions, testimonials, endorsements, or ideas for improvement communicated to Bilt by You regarding the Platform or Bilt’s products and services. From time to time, You may voluntarily provide Feedback to Bilt, whether or not in response to specific requests or solicitation by Bilt. In such event, You grant to Bilt a perpetual, irrevocable, fully transferable, freely sublicensable, royalty-free, worldwide license to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Feedback for any purpose in Bilt’s discretion without restriction. The foregoing license to Feedback shall survive the termination or expiration of this TOU for any reason.

Indemnification

You agree to indemnify, defend and hold harmless Bilt and its officers, directors, employees, agents, successors, and assigns from and against any losses, costs, liabilities, damages, and expenses (including reasonable attorney’s fees) relating to or arising out of Your violation of (a) this TOU, (b) any personal or proprietary rights of a third party, or (c) any applicable laws, rules, or regulations. Bilt reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will fully cooperate with Bilt in asserting any available defenses.

Disclaimers and Excluded Liability

BILT DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM WILL OPERATE ERROR-FREE OR ON AN UNINTERRUPTED BASIS. THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND TO THE

MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BILT HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT BILT MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE WHATSOEVER REGARDING THE QUALITY, ACCURACY, EFFECTIVENESS, LEGALITY, RELIABILITY, OR TIMELINESS OF ANY SERVICES, CONTENT, OR INFORMATION MADE AVAILABLE IN CONNECTION THEREWITH OR ANY RESULTS OBTAINED THEREFROM. YOU AGREE THAT YOUR USE OF AND ACCESS TO THE PLATFORM ARE ENTIRELY AT YOUR OWN RISK, AND THAT YOU ARE SOLELY LIABLE AND RESPONSIBLE FOR THE RESULTS OF SUCH USE AND ACCESS, SUCH THAT BILT SHALL HAVE NO LIABILITY OR RESPONSIBILITY THEREFOR UNDER ANY LEGAL THEORY OR CAUSE OF ACTION NOW KNOWN OR HEREAFTER ESTABLISHED.

IN NO EVENT SHALL BILT BE LIABLE HEREUNDER, REGARDLESS OF THE FORM OF CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE), FOR ANY LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS, OR SERVICES, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, REVENUES, PROFITS AND/OR GOODWILL, EVEN IF SUCH DAMAGES WERE REASONABLY FORSEEABLE OR IF BILT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE INSUFFICIENCY OR FAILURE OF ANY REMEDY PROVIDED HEREIN.

CERTAIN JURISDICTIONS AND LAWS MAY NOT PERMIT SOME OR ALL OF THE DISCLAIMERS OF LIABILITY SET FORTH IN THIS SECTION. IN THE EVENT THAT SUCH A JURISDICTION OR LAW APPLIES TO THE SUBJECT MATTER OF THIS TOU, THE FOREGOING DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

No Professional Advice

The content and information contained in or made available through the Platform (including but not limited to any reports, graphics, statistics, methodologies, illustrations, or practices disclosed therein) cannot replace or substitute for the services of qualified professionals in any field, and nothing contained on the Platform should be treated or construed as professional financial, tax, medical, psychological, or legal matters. You acknowledge that You are solely responsible and accountable for Your decisions, actions, and results regarding real estate and finances, tax, and personal health, and agree that Bilt shall not be held liable for any decisions made by You in reliance or with reference to any content or information that You access on the Platform.

Term, Termination, and Suspension

This TOU takes effect (or re-takes effect) at the moment You first access, use, install, and/or log into the Platform. Bilt reserves the right at any time and on any grounds, including without limitation any reasonable belief of fraudulent or unlawful activity, to deny or suspend Your access to the Platform, or to any portion thereof, in order to protect its name and goodwill, its business, its ownership and other rights in the Platform or any content or information therein, the security and stability of the Platform, and/or the rights of others. This TOU terminates automatically if You fail to comply with any provision hereof, subject to the survival rights of certain provisions identified below. You may also terminate this

TOU at any time by ceasing to use the Platform, but each re-access or renewed use of the Platform will reapply the TOU to You. Upon termination or expiration of the TOU for any reason, all licenses granted by Bilt hereunder shall immediately terminate, and You must immediately cease all use of the Platform. The provisions of this TOU concerning Bilt's proprietary rights, Feedback, disclaimers of warranty, limitations of liability, waiver and severability, entire agreement, indemnification rights, arbitration, class action waiver, injunctive relief, and governing law will survive the termination of this TOU for any reason.

Without limiting the foregoing, Bilt reserves the right, in its sole discretion, to terminate or suspend Your access to the Platform or any feature or portion thereof at any time, without notice to You, if Bilt reasonably determines or suspects that You are in violation of this TOU.

Arbitration

In the event the parties hereto are not able to resolve any dispute between them arising out of or concerning this TOU, 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 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. The exclusive site 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 attorney's fees. The entire dispute, including the scope and enforceability of this arbitration provision, shall be determined by the arbitrator. This arbitration provision shall survive the termination of this TOU for any reason. Notwithstanding the foregoing, Bilt may bring a claim for injunctive relief against Your violation of this TOU in any court of competent jurisdiction.

Class Action Waiver

BY USING THE PLATFORM AND AGREEING TO THESE TERMS, YOU HEREBY WILLINGLY, EXPRESSLY, AND KNOWINGLY WAIVE ALL RIGHT TO BRING OR PARTICIPATE IN ANY CLASS-ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR PRIVATE ATTORNEY-GENERAL ACTION BROUGHT UNDER OR IN CONNECTION WITH THIS TOU OR YOUR USE OF THE PLATFORM. YOU MAY NOT BRING ANY CLAIM, SUIT, OR OTHER PROCEEDING TO ENFORCE THIS TOU AS THE MEMBER OF ANY CLASS OR AS PART OF ANY SIMILAR COLLECTIVE OR CONSOLIDATED ACTION.

Governing Law

This TOU is governed by the laws of the State of New York, without reference to its principles of conflict of laws. Subject to the foregoing arbitration requirements, any claim, suit, or other proceeding brought between the You and Bilt under this TOU shall be adjudicated exclusively in the state and federal courts sitting in New York, New York, and You hereby expressly submit to such jurisdiction for the final resolution thereof.

The Platform may not be used or accessed from or in any jurisdiction that does not give effect to all provisions of this TOU, including without limitation this paragraph.

Independent Contractors

The relationship between You and Bilt under this TOU is that of independent contractors, and nothing herein or in Your use of the Platform shall be construed as creating any joint venture, partnership, employment, or agency relationship.

Security and Compliance

Bilt reserves the right to view, monitor, and record Your activity on the Platform without notice or permission from You. Bilt's provision of the Platform is subject to existing laws and legal process, and nothing contained herein shall restrict or reduce Bilt's ability to comply with governmental, court, and law enforcement requests or requirements involving Your use of the Platform or information provided to or gathered by Bilt with respect to such use.

Export Controls

You represent and warrant that You are not: (a) located in a country that is subject to a U.S. government embargo or sanction; or (b) listed on any U.S. government list of prohibited or restricted parties. You hereby agree that (i) You will comply with all applicable sanctions and export control laws, and (ii) You are solely responsible for ensuring that the Platform is used, disclosed, and/or accessed only in accordance with all applicable sanctions and export control laws.

Severability and Waiver

If any part of this TOU is determined to be invalid or unenforceable pursuant to court order or other operation of applicable law, such provision shall be deemed reformed or severed from this TOU to the minimum extent required by such order or law, and the remainder of this TOU shall continue in full force and effect to the maximum extent permitted under applicable law.

Bilt's failure to insist on strict performance of any of this TOU will not operate as a waiver of any subsequent default or failure of performance by You. No waiver by Bilt of any right under this TOU will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

Injunctive Relief

You acknowledge that any breach, threatened or actual, of this TOU would cause irreparable injury to Bilt not readily quantifiable as money damages, such that Bilt would not have an adequate remedy at law. You therefore agree that Bilt shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any such breach of Your obligations, without the necessity of posting bond or other security.

Changes to Terms

Please note that Bilt reserves the right to change the terms and conditions of this TOU by posting a revised set of terms or mailing and/or e-mailing notice thereof to You. In addition, Bilt may add, modify, or delete any aspect, component, or feature of the Platform, but Bilt is not under any obligation to add any upgrade, enhancement, or modification. Your continued use of the Platform following any announced change will be deemed as conclusive acceptance of any change to the TOU. Accordingly, please review the TOU on a periodic basis.

If You have any questions regarding this TOU, please contact Bilt at support@biltrewards.com.