

As of August 1, 2023

BILT FOUNDATION TERMS OF USE

THESE BILT FOUNDATION TERMS OF USE (“TOU”) FORM A LEGAL AGREEMENT BETWEEN YOU, THE END USER (“You”) AND BILT FOUNDATION (“Bilt Foundation”) THAT APPLIES EACH TIME YOU USE OR ACCESS THE BILT FOUNDATION WEBSITE AND ITS ASSOCIATED CONTENT, FEATURES, TOOLS, MATERIALS AND SERVICES (collectively, the “Services”). YOU SHOULD THEREFORE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS AS THEY GOVERN YOUR USE OF THE SERVICES.

BY USING THE SERVICES, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THIS TOU.

IF YOU DO NOT AGREE WITH THIS TOU, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE SERVICES AND ARE INSTRUCTED TO CEASE ALL USE OF THE SERVICES 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 Services solely for Your personal and informational use as specifically described herein, conditioned on Your continued compliance with this TOU.

When using the Services in accordance with the foregoing license, You shall not directly or indirectly: (a) use the Services to create any service, software or documentation that performs substantially the same functionality as the Services; (b) disassemble, decompile, reverse-engineer or use any other means to attempt to discover any source code, algorithms, or trade secrets underlying the Services or any of its components; (c) encumber, sublicense, subcontract, transfer, distribute, rent, lease, time-share or use the Services in any service bureau arrangement or for any similar commercial purpose; (d) adapt, combine, create derivative works of or otherwise modify the Services; (e) disable, circumvent, or otherwise avoid or undermine any security device, mechanism, protocol, or procedure implemented in the Services; (f) use or access the Services 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 Services or accompanying documentation; (h) use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any third party’s authorized use of the Services; (i) engage in any “data mining,” “deep-linking,” “page-scraping,” or use “bots,” “spiders,” or similar data gathering or extraction tools or methods relating to the Services; or (j) probe, scan, or test the vulnerability of the Services or any systems or network infrastructure connected with the Services, 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 Services. In addition, You are responsible for compliance with all applicable laws, rules, and regulations (collectively, "Law") with respect to Your use of the Services (including use of any permitted copies of the materials and information included in the Services).

Without limiting the foregoing requirement that You be at least eighteen (18) years of age, we note that the Services are not intended for use or access by any individual under the age of thirteen (13) years, and Bilt Foundation 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 Services or certain features of the Services. Each registration is for a single user only, unless otherwise expressly agreed by Bilt Foundation. Registration for the Services may also require access credentials, such as a username and a password, or adherence to other access requirements as designated by Bilt Foundation 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 Foundation, which may be granted or withheld in its sole discretion. You shall immediately notify Bilt Foundation if You suspect or become aware of any loss, theft, or unauthorized use of Your login credentials. Bilt Foundation 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 Services, 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 Foundation reserves the right to suspend, terminate, or otherwise discontinue Your account and/or pending registration if Bilt Foundation 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 Services is in violation of applicable Law or this TOU.

Electronic Communications

Bilt Foundation may send emails or other electronic messages to You concerning Your use of the Services. 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.

Links to Third-Party Sites and Services

Certain services, features, or components made available via the Services may be delivered by third-party providers. By using any product, service, or functionality originating from the Services, You hereby acknowledge and consent that Bilt Foundation 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 Services. See the section titled "Data Privacy" below for additional information regarding the sharing of Your personally identifiable information with third parties.

BILT FOUNDATION EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY THIRD-PARTY MATERIALS, PROGRAMS, APPLICATIONS, TOOLS, PRODUCTS, AND SERVICES SET FORTH, DESCRIBED ON, OR ACCESSED THROUGH THE SERVICES, AND YOU AGREE THAT BILT FOUNDATION 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 SERVICES.

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 Services, including without limitation the terms of third-party applications incorporating or utilizing the Services 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 Services may require or involve the provision, use, processing, and dissemination of certain of Your personally identifiable information, including without limitation personal contact information. Please refer to the Bilt Foundation General Privacy Policy available at <https://www.thebiltfoundation.org/-/privacy> (as may be updated by Bilt Foundation from time to time) ("Privacy Policy"), for a summary of Bilt Foundation's policies and practices regarding personally identifiable information. The Privacy Policy is incorporated by reference into, and constitutes a part of, this TOU.

Proprietary Rights

All materials and information included as part of the Services, including without limitation all content, text, graphics, logos, and images made available on the Services, as well as the compilation thereof, and any software or other proprietary materials used on or integrated with the Services, are the property of Bilt Foundation or its applicable third-party licensors (including, without limitation, BILT), and are protected by copyright and other Laws governing

intellectual property and proprietary rights. Bilt Foundation reserves all rights in the Services not expressly granted herein.

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

Feedback

“Feedback” means any feedback, recommendations, enhancement requests, suggestions, testimonials, endorsements, or ideas for improvement communicated to Bilt Foundation by You regarding the Services or Bilt Foundation’s products and services. From time to time, You may voluntarily provide Feedback to Bilt Foundation, whether or not in response to specific requests or solicitation by Bilt Foundation. In such event, You hereby grant to Bilt Foundation a perpetual, irrevocable, fully transferable, freely sublicensable (through multiple tiers), 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 and commercialize such Feedback for any purpose in Bilt Foundation’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 Foundation, its licensors, and its and their officers, directors, employees, agents, successors, and assigns from and against any losses, costs, liabilities, damages, and expenses (including reasonable attorney's fees) arising out of any third-party claims 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. Bilt Foundation 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 Foundation in asserting any available defenses.

Disclaimers and Excluded Liability

BILT FOUNDATION DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL OPERATE ERROR-FREE OR ON AN UNINTERRUPTED BASIS. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW BILT FOUNDATION 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 FOUNDATION 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 SERVICES 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 FOUNDATION 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 FOUNDATION 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, OR ANY DAMAGES FOR LOSS OF BUSINESS, REVENUES, PROFITS AND/OR GOODWILL, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE OR IF BILT FOUNDATION 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 Services (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 Services 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 finances, tax, and personal health, and agree that Bilt Foundation 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 Services.

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 Services. Bilt Foundation 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 Services, or to any portion thereof, in order to protect its name and goodwill, its business, its ownership and other rights in the Services or any content or information therein, the security and stability of the Services, 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 Services, but each re-access or renewed use of the Services will reapply this TOU to You. Upon termination or expiration of this TOU for any reason, all licenses granted by Bilt Foundation to You hereunder shall immediately terminate, and You must immediately cease all use of the Services. The provisions of this TOU concerning Bilt Foundation's proprietary rights, Feedback, disclaimers of warranty, limitations of liability, waiver and severability, 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 Foundation reserves the right, in its sole discretion, to terminate or suspend Your access to the Services or any feature or portion thereof at any time, without notice to You, if Bilt Foundation reasonably determines or suspects that You are in violation of this TOU.

Class Action Waiver

BY USING THE SERVICES 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 SERVICES. 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. Any claim, suit, or other proceeding brought between the You and Bilt Foundation 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 Services 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 Foundation under this TOU is that of independent contractors, and nothing herein or in Your use of the Services shall be construed as creating any joint venture, partnership, employment, or agency relationship.

Security and Compliance

Bilt Foundation reserves the right to view, monitor, and record Your activity on the Services without notice or permission from You. Bilt Foundation's provision of the Services is subject to existing laws and legal process, and nothing contained herein shall restrict or reduce Bilt Foundation's ability to comply with governmental, court, and law enforcement requests or

requirements involving Your use of the Services or information provided to or gathered by Bilt Foundation with respect to such use.

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 Foundation'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 Foundation 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.

Changes to Terms

Please note that Bilt Foundation 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 Foundation may add, modify, or delete any aspect, component, or feature of the Services, but Bilt Foundation is not under any obligation to add any upgrade, enhancement, or modification. Your continued use of the Services following any announced change will be deemed as conclusive acceptance of any change to this TOU. Accordingly, please review this TOU on a periodic basis.

Contact Us

If You have any questions or comments regarding this TOU, please contact Bilt Foundation at: support@thebiltfoundation.org.