Last Updated October 27, 2026

Bilt Cash Program Terms of Use

The Bilt Cash Program (the "Program") is a loyalty and promotional program pursuant to which Bilt Technologies, Inc. ("Bilt," "we," "us," or "our") may award promotional credits known as "Bilt Cash." These Program Terms of Use ("Terms" or "Terms of Use") form a legal agreement exclusively between you ("You" or "Your" or the "Member," together with all other members of the Program, the "Members") and Bilt (each, individually, a "Party," and together, the "Parties") and govern the accrual, use, redemption, and limitations of Bilt Cash, as well as all aspects of your participation in the Program.

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY, AS THEY FORM A LEGALLY BINDING CONTRACT BETWEEN BILT AND YOU. BY PARTICIPATING IN THE PROGRAM OR BY EARNING OR REDEEMING BILT CASH, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS, AS WELL AS THE BILT SERVICES TERMS OF USE, THE BILT PRIVACY POLICY, THE BILT REWARDS TERMS & CONDITIONS, ANY OTHER APPLICABLE AGREEMENTS (COLLECTIVELY, "AGREEMENT"), AND ANY ADDITIONAL TERMS OR FUTURE MODIFICATIONS, WHICH ARE INCORPORATED BY REFERENCE HEREIN. Capitalized terms not defined herein shall have the meaning set forth in the bilt.com terms of use.

FURTHER, AND SPECIFICALLY, BY PARTICIPATING IN THE PROGRAM AND BY EARNING OR REDEEMING BILT CASH, YOU AGREE TO THE BILT REWARDS TERMS & CONDITIONS AND AGREE TO THE ARBITRATION PROVISION BELOW THAT WAIVES YOUR RIGHT TO A COURT HEARING AND A JURY TRIAL AND WAIVES YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION LAWSUIT TO ENFORCE THIS AGREEMENT.

1. General

1.1 Eligibility.

Only individual Bilt Rewards Members in good standing may earn and redeem Bilt Cash, and they must be (a) legal residents of the fifty (50) United States, the District of Columbia, and/or the United States territories, and (b) at least eighteen (18) years of age or older and have reached the age of majority in their jurisdiction of legal residence at the time of participation in the Program. It is not required that you have a Bilt Card to participate in the Bilt Cash Program. You may maintain only one (1) Account in the Program, and you must be legally competent to enter into contracts at all times you are participating 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/or registering for the Program.

1.2 Nature of Bilt Cash

Bilt Cash represents loyalty, award, and promotional credits that may be awarded to members of the Bilt ecosystem through eligible activity, including but not limited to linked card spend, promotions, or partner offers as further described in the Bilt Rewards Terms & Conditions.

As described herein, Bilt is solely responsible for determining the conditions under which any accrual, redemption, or promotion will be offered; whether you have satisfied the conditions to

earn Bilt Cash or receive a redemption; and whether said Bilt Cash or redemption may be revoked, modified, or canceled. Except where otherwise required by law, Bilt may change the terms of any eligible activities, redemptions, and/or promotions at any time without notice to you. You may also be required to agree to additional terms and conditions for specific accrual, redemption, or promotional opportunities.

1.3 No Cash Value Until Redemption

You are not entitled to redeem Bilt Cash and you have no property interest therein unless and until you have met all conditions for successful redemption as described in this Agreement. Bilt Cash has no cash or monetary value unless and until it is successfully redeemed in accordance with these Terms. Unless and until all the conditions for redemption have been met, Bilt Cash does not constitute property, and Program participants have no vested rights or ownership in any unredeemed Bilt Cash. No interest will accrue on Bilt Cash balances. The use of the word “earn” and similar language in these Terms does not imply that Bilt Cash has any value prior to being successfully redeemed pursuant to a valid distribution request; nor does it imply that any amounts are owed to you. Bilt Cash may be redeemed only as described herein. ***Bilt Cash is not redeemable for cash, and you may not request or receive payment of cash by deposit to any bank or other account, ACH, wire, check, money order, ATM withdrawal, or any other cash access method.***

1.4 Non-Purchasable; Solely Provided by Bilt

You cannot purchase, sell, transfer or assign Bilt Cash to third parties or otherwise. Bilt Cash is issued solely by Bilt in connection with the Program for purposes of earning with respect to qualifying activities or promotions and redemption as described herein. Unless redeemed in accordance with these Terms, Bilt Cash remains the property of Bilt.

1.5 Non-Transferability

Bilt Cash is non-transferable and may not be assigned, sold, brokered, bartered, pledged, or otherwise disposed of. It cannot be shared or pooled between accounts. Any transfer or attempt to transfer or otherwise use or share Bilt Cash in a manner that is violative of these Terms may result in cancellation of your Account and forfeiture of by you of all Bilt Cash in your account.

1.6 Expiration

Any Bilt Cash that you have earned will expire on the last day of the month that is twelve (12) months after it is earned, at 11:59 p.m. PT. For example, Bilt Cash you have earned on October 10, 2026 expires on October 31, 2027 at 11:59 p.m. PT. Bilt Cash will be used on a "first expiring, first out" basis, so that any Bilt Cash with the earliest expiration date will be redeemed first. If any Bilt Cash that you have redeemed is returned to your Account due to a refund, redemption failure, cancellation, or any other event, it will retain its original expiration date; if that original expiration date has already passed, the Bilt Cash will not be returned and will be forfeited.

1.7 View and Manage Your Bilt Cash

You may go to Bilt.com or the Bilt App and login to your Bilt Account to access, view, and manage your Bilt Cash.

1.8 Modifications and Updates to Terms Bilt may modify or update these Terms at any time by posting an updated version on bilt.com, in addition to providing any additional legally required notice. Continued participation in the Program after revisions are posted constitutes acceptance of the updated Terms, you may also be requested to accept the updated Terms and/or acknowledge that you have viewed the new Terms. You agree that it is your responsibility to

regularly check Bilt.com for any updated terms and conditions, including these Terms. Without limiting the foregoing, Bilt may from time to time elect, in its sole discretion, to notify you of any changes regarding the Terms through electronic mail to your email address on file with Bilt, through your Bilt Account, postal mail, or any other communication method Bilt deems proper.

1.9 Your Account/Contact Information

It is your responsibility to keep your Account in good standing, and your contact information up-to-date, so that we may communicate with you about information such as your Bilt Cash earnings, updates to the Program, responses to questions Bilt or you may have about participation in the Program, and other details.

2. Earning Bilt Cash; Qualifying Activities

2.1 You may earn Bilt Cash only if you currently maintain an eligible Bilt Account in good standing in accordance with this Agreement. If you are eligible, you may earn Bilt Cash through participation in qualifying activities such as:

- At every twenty five thousand (25,000) point interval based on their balance of qualifying points ("Qualifying Points") earned toward their Elite Status ("Elite Status") in a given calendar year. Elite Status earned through Qualifying Points is defined in the Bilt Rewards Terms and Conditions.
- We may provide additional ways for you to earn Bilt Cash. Participation in other Bilt promotional campaigns and offers, which shall be announced by Bilt on www.bilt.com at the time of the campaign or offer with full details and terms and conditions, including the duration of the offer and expiration date, if any, which will then be considered incorporated as part of these Terms. Such campaign/offer terms and conditions may also be emailed and/or posted on social media, at Bilt's sole discretion.
- Bilt credit card holders have access to additional exclusive Bilt Cash earning opportunities pursuant to the Bilt Rewards Card Offer Terms.

2.2 The amount of Bilt Cash awarded for any qualifying activity, the qualifying activities and terms, conditions, and restrictions may vary by program, campaign, or status level. For a current and complete list of Bilt Cash qualifying activities, visit the Bilt Cash FAQ.

3. Redeeming Bilt Cash

3.1 Bilt Cash Third Party Merchant Redemptions

For a current and complete list of Bilt Cash qualifying redemptions, as well as information about redemption methods and processes, visit the Bilt Cash FAQ. Below is a more detailed

explanation of the terms and conditions associated with certain Bilt Cash qualifying redemptions:

3.1.1 Lyft Credit

Bilt Members may redeem ten dollars ($10) of Bilt Cash per calendar month toward Lyft rides. Upon redemption, a $10 Lyft Pass credit will be assigned to the Lyft account linked to your Bilt Account and will be automatically applied to your next Lyft ride booked through the Lyft app or website. Lyft credits expire at the end of the calendar month in which they are redeemed. Lyft credits are subject to the Lyft Pass program terms of service available at https://www.lyft.com/terms.

3.1.2 Walgreens Credit

Bilt Members may redeem ten dollars ($10) of Bilt Cash per calendar month toward Walgreens purchases. Upon redemption, a $10 Walgreens gift card will be delivered as a digital gift card accessible in the Bilt App. Digital gift cards are valid for thirty (30) days from the date of redemption. Members may scan the gift card barcode for in-store redemption or apply the gift card number to online purchases at Walgreens.com. Walgreens gift cards are subject to Walgreens' gift card terms and conditions available at https://www.walgreens.com/topic/giftcard/termsandconditions.jsp.

3.1.3 Grubhub Credit

Bilt Members may redeem ten dollars ($10) of Bilt Cash per calendar month toward Grubhub or Seamless purchases. Upon redemption, a $10 Grubhub promotional code will be delivered via email. Promotional codes are valid for intended recipients only and expire at the end of the calendar month in which they are redeemed. Members may apply the promotional code at checkout to eligible orders at Grubhub.com, Seamless.com or in the Grubhub or Seamless app. Each promotional code is valid for one-time use only on a restaurant delivery order. Order subtotal must be at least $0.01 (before tax, fees, and optional gratuity). Discount will apply to order subtotal only (up to $10 off). Members will be responsible for any applicable tax, fees, and optional gratuity. Not valid on catering or pickup orders. Only valid on orders placed using personal (non-corporate) accounts. Not valid on Wonder or any other affiliated service. May not be applied toward purchases containing alcohol. Subject to restaurant and delivery availability. Discount cannot be combined with other discounts or cash. Grubhub reserves the right to cancel, suspend and/or modify any aspect of or the entirety of this offer, for any reason at any time, with or without notice, including, without limitation, if any fraud or technical failure impairs the integrity or proper functioning of the offer. Offer and participation are subject to the Grubhub Terms of Use (including the Perks Terms of Use), available at https://www.grubhub.com/legal/terms-of-use.

3.1.4 Airport Lounge Extra Guest Passes

Bilt Members who hold a Bilt Palladium Card may redeem up to seventy dollars ($70) of Bilt Cash per calendar month to receive up to two (2) LoungeKey guest passes, at a redemption rate of thirty-five dollars ($35) of Bilt Cash per guest pass. These two (2) additional guest passes are in addition to the two (2) complimentary guest passes included with Priority Pass membership, for a total of four (4) available guest passes per visit. Note that some lounges offering Priority Pass access may not offer LoungeKey Pass access.

To receive a LoungeKey guest pass, Members must redeem Bilt Cash in the Bilt App and enter the name of the guest(s) who will be accompanying them. Upon redemption, a QR code will be generated and made available in the Bilt App. The QR code expires forty-eight (48) hours after redemption, and Members must present it at check-in to gain lounge entry for their guest(s). Bilt Cash redeemed for guest passes is non-refundable under all circumstances, including flight delays, flight cancellations, expiration of the QR code, or other changes to travel plans.

By participating in the LoungeKey program, you agree to the LoungeKey Pass Terms of Use (https://www.loungekey.com/en/terms-of-use) and Conditions of Use (https://www.loungekey.com/en/conditions-of-use).

3.1.5 Hotel Booking Credit

Use Bilt Cash toward bookings in the Bilt Travel Portal; two-night minimum stay.

Through December 31, 2026, you may redeem up to:

- $50 of Bilt Cash/month for Blue & Silver members; and
- $100 of Bilt Cash/month for Gold & Platinum members.

Beginning January 1, 2027, you may make up to two (2) redemptions per calendar year, each of up to:

- $50 of Bilt Cash for Blue & Silver members;
- $100 of Bilt Cash for Gold & Platinum members; and
- $200 of Bilt Cash for Eligible Palladium Cardholders.

“Eligible Palladium Cardholders” means Palladium cardholders who (i) have an Account Open Date on or after January 1, 2027, or (ii) have an Account Open Date before January 1, 2027, have reached their Card Account Anniversary in 2027, and have not affirmatively made a Legacy Election prior to their first Card Anniversary Date that occurs on or after January 1, 2027, each as defined in the Bilt Rewards Card Offer Terms. All other Palladium cardholders may redeem the amount that applies to their Elite Status tier.

Bilt Cash redemptions can be used in combination with Bilt Points, annual hotel credits, and cash at checkout. For pre-paid bookings, the Bilt Cash will be applied in real time at checkout, reducing the amount charged to your card at that time. For bookings where you pay after your stay, the Bilt Cash will be applied as a Statement Credit to your Bilt Card Account after your stay (“Statement Credit” as defined in the Bilt Rewards Card Offer Terms). If you pay at your hotel, please allow 8 to 10 weeks for Statement Credit(s) to appear on your monthly credit card billing statement after the qualifying hotel booking posts to your account.

3.1.6 BLADE Airport Transfer Credit

Bilt Members may redeem Bilt Cash for credit toward BLADE bookings, subject to the terms and conditions set forth below. Members are eligible to redeem Bilt Cash for two (2) BLADE credits per calendar year. The redemption allowance resets on January 1 of each calendar year. The available amount per credit is $350. Each $350 credit must be applied in its entirety at redemption for one (1) BLADE seat. If the cost of the flight is less than $350, no remaining credit balance will be retained or refunded. Members may use credits one at a time, or use both annual credit redemptions for two (2) seats in the same booking. Bilt Cash redemptions can be used in combination with Bilt Points and cash at checkout for BLADE bookings in the Bilt app.

To utilize a BLADE credit, members must book an eligible BLADE flight on the Bilt app or website. Available Bilt Cash redemption options will automatically appear at checkout.

3.1.7 Equinox credit

Bilt Members who are active Equinox members in good standing may redeem Bilt Cash toward eligible Equinox services, subject to the terms and conditions set forth below. To participate, Members must have their Equinox account linked to their Bilt Account. Eligible services are limited to personal training sessions, Pilates sessions and spa services at Equinox locations.The following are explicitly excluded: Equinox membership dues, retail purchases, juice bar purchases and café purchases. Members are eligible to receive two (2) Equinox credits per calendar year. Credits are issued on January 1 and July 1 of each year. Credits issued on January 1 expire on June 30 of the same year. Credits issued on July 1 expire on December 31 of the same year. Unused credits have no cash value and will not be carried over. The available credit amount varies by Member tier as follows:

- Platinum and Gold Members: two (2) credits of up to one hundred fifty dollars ($150) each
- Silver Members: two (2) credits of up to one hundred dollars ($100) each
- Blue Members: two (2) credits of up to seventy-five dollars ($75) each

To utilize an Equinox credit, Members must first redeem the applicable amount of Bilt Cash through the Bilt App or bilt.com to activate the credit. The minimum amount of Bilt Cash redeemed for Equinox credit is $50. Members must then book an eligible service at an Equinox location. At the time of the scheduled session or appointment, Members must inform Equinox staff that they wish to apply their account credit, which will be applied when Equinox processes the charge for the service. Equinox credits are subject to Equinox's terms and conditions of membership and service, available at https://www.equinox.com/terms.

3.1.8 Blacklane Credit

Bilt Members may redeem Bilt Cash toward Blacklane bookings, subject to the terms and conditions set forth below. Members are eligible to redeem Bilt Cash for one (1) Blacklane credit per calendar year. Credits are issued on January 1 each year and expire at the end of the year in which they are issued. The available credit amount varies by Member tier as follows:

- Platinum Members: one (1) credit of up to one hundred fifty dollars ($150)
- Gold Members: one (1) credit of up to one hundred dollars ($100)

- Blue and Silver Members: one (1) credit of up to fifty dollars ($50)

Redeem your credit at checkout for your Blacklane ride booked through the Bilt app or website. Blacklane credits expire at the end of the calendar year in which they are redeemed. Blacklane credits are subject to the Blacklane program terms of service available at https://www.blacklane.com/en/terms/

3.1.9 Thumbtack Credit
Members are eligible to make two (2) Bilt Cash redemptions per calendar year toward Thumbtack bookings: one (1) redemption during the period of January 1 through June 30, and one (1) redemption during the period of July 1 through December 31. Each redemption may be for up to fifty dollars ($50) of Bilt Cash. A redemption that is not used during its period will not carry over to the following period and has no cash value. Each redemption may be applied to one (1) Thumbtack booking, either an On-Demand Booking or a Lead-Gen Booking (as defined below). Each redemption may be applied to only one booking, up to a maximum of $50. Any unused portion of the $50 redemption limit will be forfeited solely for purposes of Thumbtack bookings and cannot be applied to another Thumbtack booking.

To use Bilt Cash for an On-Demand Booking, Members must make an eligible On-Demand Booking on the Bilt app or website. Available Bilt Cash redemption options will automatically appear at checkout, and may be used in combination with Bilt Points and cash.

To use Bilt Cash for a Thumbtack booking where the Member requests a quote from a Thumbtack professional ("**Pro**") through the Bilt app or website, is matched with a Pro, and books the job directly with that Pro (a "**Lead-Gen Booking**"), Members must follow the steps outlined in the Bilt app and submit the requested evidence of the booking (e.g., an invoice, receipt, or confirmation of completed job) ("**Evidence of Booking**") within 30 days of job completion. All Evidence of Booking will be reviewed and verified by Bilt and Thumbtack. Bilt and Thumbtack reserve the right, in their sole discretion, to approve or reject any submission, to request additional information or documentation, and to delay or deny a redemption if the Evidence of a Lead-Gen Booking cannot be verified or otherwise does not satisfy these terms. Submission of Evidence of Lead-Gen Booking does not guarantee approval.

Once the Evidence of a Lead-Gen Booking has been verified, Bilt will redeem Bilt Cash on the Member's behalf and issue a digital check to the Member in the amount of the Bilt Cash redeemed. The Bilt Cash redemption takes place at the time verification is completed, not at the time the service was booked or completed, and will be deducted based on the Member's redemption limit and Bilt Cash balance at the time verification is completed. Any Bilt Cash that has expired or is otherwise unavailable at that time cannot be redeemed.

3.1.10 Lowe's HomeCare+ Credit
Members may redeem up to ninety-nine dollars ($99) of Bilt Cash toward the cost of a HomeCare+ Subscription per year. Available Bilt Cash redemption options will automatically appear at checkout, and may be used in combination with Bilt Points and a linked card. Members may choose whether to apply their annual $99 Lowe's HomeCare+ Bilt Cash

credit toward the cost of their HomeCare+ Subscription, both at the time of purchase and at each renewal. Any unused portion of the $99 limit will be forfeited solely for purposes of HomeCare+ Subscriptions and cannot be applied to another purchase. Bilt Cash is subject to the Bilt Cash Program Terms of Use, including expiration and forfeiture provisions, and any Bilt Cash that has expired or is otherwise unavailable at the time of purchase or renewal cannot be redeemed. Purchase of Lowe's HomeCare+ is subject to the Bilt x Lowe's terms and conditions.

3.2. Statement Credits

Bilt Cash has no direct cash value and is not redeemable for cash, and you may not request or receive payment of cash by deposit to any bank or other account, ACH, wire, check, money order, ATM withdrawal, or any other cash access method. Bilt Cash cannot be redeemed as a statement credit toward your Bilt Card balance and statement credits are not an eligible redemption method under the Bilt Cash Program.

3.3 Access and Benefits

Bilt Cash may also be redeemed for enhanced program access, including access opportunities such as tier upgrades for transfer bonuses, early access to Rent Day benefits or access to the Bilt Home Away From Home hotel collection.

3.4 Minimums and Methods

Bilt Cash may be redeemed for monthly or other time based credits for specific merchants or categories as may be made available on the Bilt platform . The specific details of the Bilt Cash redemption will be described on the Bilt platform at the point of redemption (e.g., checkout screen) and within the Bilt Cash FAQ. Bilt reserves the right to modify, add, or remove redemption merchants and categories at any time at its sole discretion, subject to applicable law. Credits are subject to the terms and conditions of the applicable merchant or category.

3.5 No Returns or Refunds

Redemptions are final; once Bilt Cash has been successfully redeemed, there will be no re-crediting, reversal, or refund of Bilt Cash for any reason unless otherwise noted at the time of the transaction, or as described in Section 1.6.

3.6 Point Accelerator Bilt Cash Redemption

The Point Accelerator Bilt Cash Redemption ("Point Accelerator") is available exclusively to Bilt Obsidian and Bilt Palladium cardholders. Eligible cardholders may redeem $200 in Bilt Cash to activate a Point Accelerator, which provides an additional 1X Bilt Point (on top of base Bilt Points) per $1 spent on eligible net purchases (defined as eligible purchases minus any returns, refunds, credits, or chargebacks applied to your account) made using the selected Bilt Card, up to a maximum of $5,000 in eligible net purchases. The Point Accelerator becomes effective immediately upon redemption and remains active until the cardholder reaches $5,000 in eligible net purchases or until 11:59 p.m. ET on December 31 of the calendar year in which the Point Accelerator was activated, whichever occurs first. Any unused bonus earning potential will expire at the end of the calendar year and cannot be carried over to the following year.

Eligible cardholders may redeem the Point Accelerator up to five (5) times per calendar year. The redemption limit resets at 12:00 a.m. ET on January 1 of each calendar year.

For cardholders with an Account Open Date before January 1, 2027, the following restrictions apply until their first Card Anniversary Date that occurs on or after January 1, 2027:. To redeem and use the Point Accelerator, cardholders must have their rewards option set to Flexible Bilt Cash Option, as defined in the Bilt Rewards Card Offer Terms. Cardholders with their rewards option set to the Housing-Only Option are not eligible to redeem or use the Point Accelerator. If you change your rewards option from the Flexible Bilt Cash Option to the Housing-Only Option while an active Point Accelerator is in effect, your Point Accelerator will pause as soon as your rewards option change goes into effect at the start of your new Billing Cycle, and will not resume until your rewards option is changed back to the Flexible Bilt Cash Option. Beginning on your first Card Anniversary Date that occurs on or after January 1, 2027, these Rewards Option restrictions no longer apply. These restrictions also do not apply to cardholders with an Account Open Date on or after January 1, 2027.

If the selected Bilt Card for which you activated your Point Accelerator is downgraded, reverted, or otherwise changed to an ineligible Bilt Card while a Point Accelerator is active, the current active Point Accelerator will be permanently deactivated, the Bilt Cash redeemed to activate it will not be refunded, and the redemption will continue to count toward your five (5) redemptions per calendar year.

If you have multiple eligible Bilt Cards (Obsidian and/or Palladium) associated with your Bilt Rewards account, you must select one eligible card at the time of redemption for which the Point Accelerator will apply. The Point Accelerator will only apply to eligible net purchases made by you on the eligible selected Bilt Card. Each Point Accelerator is applicable only to one Bilt Card at a time, and purchases made by other users on your Bilt Rewards account and purchases made on any other cards associated with your Bilt Rewards account do not count toward the $5,000 spending threshold and will not earn the additional 1X bonus.

You may redeem your Point Accelerator through the Bilt Cash section within the Wallet tab in the Bilt app or on bilt.com.

Exclusions: The following purchases and transactions are not eligible purchases for purposes of earning bonus points under the Point Accelerator: rent, mortgage, housing-related fees (e.g., HOA dues, utilities, amenity fees), tax payments, and third party payment accounts and online marketplaces with retailers who submit purchases using a mobile or wireless card reader or if you use a mobile or digital wallet, including financial intermediaries or services that process payments between you and merchants instead of directly using your card (including products that consolidate multiple payment methods into a single card or platform), digital platforms where multiple third-party sellers offer products or services, and payment processing systems that utilize portable card-reading devices that connect to mobile networks or wireless internet. Notwithstanding the foregoing, transactions made using Apple Pay and Google Pay are not excluded from the promotion. ATM charges, cash advances, traveler's checks, money orders, pre-paid gift cards, balance transfers, wire transfers, fees or interest posted to your card account, bets or wagers transmitted over the internet, and casino gaming do not earn points.

It may take up to seven (7) days for bonus points earned through the Point Accelerator to post to your Bilt Rewards Account. To qualify for the Point Accelerator, your Bilt Card account must be open and not in default at the time of fulfillment. Should you receive bonus points on an

ineligible purchase, Bilt may deduct those bonus points at its discretion. If a purchase for which you earned bonus points under the Point Accelerator is subsequently returned or reversed, Bilt may deduct the base and bonus points associated with that purchase and your remaining eligible net purchase capacity may be restored by the amount of the returned or reversed transaction. This promotion cannot be combined with other promotions or bonus offers unless otherwise stated. Bilt will determine the best promotion applicable for purchases posted to your Bilt Card account.

The Point Accelerator is subject to the Bilt Rewards Terms & Conditions and the Bilt Rewards Card Offer Terms.

4. Account Closure and Forfeiture

If your Bilt Account is closed (by you or by Bilt), any right to redeem any accumulated Bilt Cash will terminate and any unredeemed Bilt Cash will immediately be forfeited. If Bilt terminates your Account for fraud, misuse, abuse or for any other reasons permitted under the Agreement, all accumulated Bilt Cash may be voided, in Bilt's sole discretion.

5. Fraud and Abuse

Bilt reserves the right to audit, adjust, suspend, or revoke Bilt Cash or your participation in the Program, and/or to pursue criminal prosecution, if it determines, in its sole discretion, that you engaged in fraudulent activity, abuse, or misuse of the Program.

6. Taxes

Bilt Cash redemptions may be subject to federal, state, or local taxes. You are solely responsible for any and all tax liability resulting from participation in the Program.

7. Limitation of Liability and Release; Disclaimer of All Warranties; Indemnification

These Terms hereby incorporate by reference the Limitation of Liability, Release and Disclaimer of All Warranties, and indemnification provisions that can be found in the Bilt Rewards Terms & Conditions.

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.

8. Miscellaneous

- Bilt may discontinue, modify, or replace the Bilt Cash Program at any time.
- The Agreement constitutes the entire Agreement between you and Bilt regarding your use of the Program and any previous Agreement that may exist between you and Bilt is hereby superseded.
- Bilt may assign its 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.

9. 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.

10. Arbitration; Dispute Resolution.

THIS SECTION AFFECTS YOUR RIGHTS, SO PLEASE READ CAREFULLY.

a. **Arbitration.**

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.

b. Class Action Waiver.

BY USING THE PLATFORM AND AGREEING TO THIS AGREEMENT, 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 AGREEMENT OR YOUR USE OF THE PLATFORM. YOU MAY NOT BRING ANY CLAIM, SUIT, OR OTHER PROCEEDING TO ENFORCE THIS AGREEMENT AS THE MEMBER OF ANY CLASS OR AS PART OF ANY SIMILAR COLLECTIVE OR CONSOLIDATED ACTION.

c. Governing Law; Enforceability

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