

Consent to Use Electronic Records and Signatures

We are required by law to give you certain information “in writing” – which means you are entitled to receive it on paper. However, with your prior consent, we may instead provide this information to you electronically.

In this ESIGN Disclosure and Consent:

- “We,” “us,” “our” means Cross River Bank, and BuildCredit, LLC AND each and every current and future affiliate, service provider, assignee, or successor of Cross River Bank.
- “You” and “your” means the person giving this ESIGN Consent, and also each additional account owner, authorized signer, authorized representative, delegate, product owner and/or service user identified on any BuildCredit and Cross River Bank product or service that you apply for, use or access.
- “Communications” means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign, submit, or agree to at our request.
- “Electronic Service” means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging), and/or software applications (including applications for mobile or hand-held devices), either now or in the future.
- “BuildCredit Product” means each and every account, product, or service we offer that you apply for, own, use, administer or access, either now or in the future.
- The words “include” and “including,” when used at the beginning of a list of one or more items, indicates that the list contains examples; the list is not exclusive or exhaustive, the items in the list are for illustrative purposes,, and the items are not the only possible items that could appear in the list.

1. Your consent to use electronic records and signatures; Choosing to receive Communications electronically or in writing; Certain information must still be provided in writing.

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form (“Electronic Records”). Additional examples of Communications may include Loan Agreements, Savings Account Agreements, Terms of Use, and Privacy Policies. We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways. These various delivery methods include email, text messaging by Short Message Service (SMS), text messaging by Multimedia Messaging Service (MMS), and communications sent to your BuildCredit account dashboard accessible at BuildCredit’s website.

We may always, in our sole discretion, provide you with any Communication via paper, even if you have chosen to receive it electronically.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

There are certain Communications that by law we may not be permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this ESIGN Consent will automatically cover those Communications as well.

We will continue to provide your tax statements on paper unless you separately elect to receive them electronically (if available).

2. Your option to receive paper copies.

If, after your consent to use of Electronic Records and signatures, we provide Electronic Records to you, and you want a paper copy, you may contact BuildCredit's Customer Service Department and request a paper version. You will find the appropriate contact information below, or in the account statement or agreement.

Email: help@buildcredit.com

Phone: 1-830-BLD-CREDIT (830-253-2738)

Address: 2200 N Federal Highway Suite 223 Boca Raton, FL 33431

3. Your consent covers all Our Products and Services.

Your consent covers all Communications relating to any of our Products and Services. Your consent remains in effect until you give us notice that you are withdrawing it.

From time to time, you may seek to obtain a new Product or Service from us. When you do, we may remind you that you have already given us your consent to use Electronic Records and signatures. If you decide not to use Electronic Records and signatures in connection with the new product or service, your decision does not mean you have withdrawn this consent for any other of our Products or Services.

4. You may withdraw your consent at any time; Consequences of withdrawing consent; How to give notice of withdrawal.

You have the right to withdraw your consent at any time. Please be aware, however, that withdrawal of consent may result in the termination of:

- your access to our Electronic Services, including your BuildCredit loan dashboard; and
- your ability to use certain BuildCredit products or services.

Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it.

If you are receiving online account statements, the termination will cause paper statements to be mailed to you via the U.S. Postal Service or other courier. Depending on the specific BuildCredit product and/or service, if you withdraw consent we may charge higher or additional fees for that product or for services related to it, subject to applicable law. Please refer to the applicable agreement for any fee that may apply.

To withdraw your consent:

- You must contact us at 1-830-BLD-CRDT (1-830-253-2738). This may be done Monday through Friday from 8:00am - 8:00pm ET.

5. You must keep your email or electronic address current with us.

You must promptly notify us of any change in your email. To do so, sign into your BuildCredit account to update your contact information and change the email address on record. There may be other, special BuildCredit products for which we provide separate instructions to update your email.

6. Hardware and software you will need.

To receive Electronic Records, you must have access to:

- a Current Version (defined below) of an Internet browser we support. Such browsers include:
 - Microsoft Edge, Version 79 or higher
 - Firefox, Version 52 or higher

- Safari, Version 11.x or higher
- Google Chrome, version 70 or higher
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays PDF files (such as Adobe® Acrobat® Reader),
- a computer and an operating system capable of supporting all of the above.
- You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records,
- an active email address; and
- a mobile phone capable of text messaging.

By “Current Version,” we mean a version of the software that is currently being supported by its publisher.

From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration.

We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with Electronic Services.

7. Changes to hardware or software requirements.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain your Electronic Records, we will give you notice of the revised hardware or software requirements. Continuing to use Electronic Services after receiving notice of the change is reaffirmation of your consent.

8. Communications in languages other than English.

Please note, we are unable to fulfill and service BuildCredit Products in a language other than English. If you are not fluent in English, you should consider obtaining the services of an interpreter or taking other steps to ensure you understand the transaction before entering into it and to have any future English Communications explained to you.

Additional examples of Electronic Records covered by this ESIGN Consent Agreement include:

1. This ESIGN Consent and any amendments;
2. Our terms of use for online access to our Electronic Services, and all amendments to any of these agreements;
3. Our Privacy Policy;
4. All of the Communications related to any BuildCredit Product or Service, except for those excluded by the terms of this ESIGN Consent;
5. All of the periodic account and activity statements, disclosures and notices we provide to you concerning your BuildCredit Products and Services;
6. Agreements, statements, tax reporting statements (if you elect electronic delivery), service Notices, products and services offered by our Sponsor Bank.
7. Any notice or disclosure regarding fees or assessments of any kind, including late fees and returned item fees;
8. Notices of amendments to any of your agreements with us; and
9. Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion.

By clicking accept on the checkbox next to the hyperlink that brings you to this ESIGN, you are consenting to the use of Electronic Records and signatures.