

# Cross River Bank Deposit Account Agreement

This agreement (**Agreement**) is the contract between you, the depositor (**you**) and Cross River Bank, a New Jersey State Chartered Bank (**the Bank, we, us, our**), that governs your Credit Builder Loan Savings Account (**Account**). BuildCredit, LLC (**BuildCredit**) is a service provider that performs certain services related to your Account on Cross River Bank's behalf. This agreement explains how your secured account ("**Account**") works, what fees are applicable to your Account, how our various services work, and the policies, terms and conditions that govern your Account. In consideration of the issuance of a loan, you authorize the Bank to open an account with your security deposit in it to secure all of your obligations arising under your loan. By accepting this Agreement, submitting an application for an Account, or by using any of our deposit account services, you agree to the terms in this Agreement. Other products or services offered in connection with the Account, such as the BuildCredit mobile application (**App**), [www.BuildCredit.com](http://www.BuildCredit.com) website (**Website**) and BuildCredit Credit Builder Loan (**Loan**), may have additional agreements that you will be required to accept. This Agreement also refers to and includes other disclosures including the Truth in Savings Account Disclosure, Privacy Policy, Funds Availability Policy and Electronic Fund Transfer Agreement and Disclosure, which are incorporated by reference. Please read this Agreement carefully and keep a copy for your records.

## Definitions

Here are some important terms that we use throughout this Agreement:

**Access Credentials** - The phone number, email address, account number, personal identification code and/or biometric data used to access your Account on the App and/or Website.

**Automated Clearing House (ACH)**- The national clearinghouse for electronic fund transfers.

**ACH Credit Entry** - An order or request for the transfer of money from an external account to your Account, which is initiated by the submission of a "credit" entry to the ACH by the financial institution holding your external account.

**ACH Transaction** - An electronic deposit to, or withdrawal from, your Account that we receive or send through the "automated clearing house" network. Common examples include Direct Deposits of payroll and one-time or recurring payments to a utility company.

**App** - The BuildCredit software application that allows you to access your Account on a mobile device.

**Available Balance** - This balance is used to determine if transactions on your account will be paid. It is calculated by taking your previous day's balance, plus any pending credit transactions (excluding pending returns), such as ACH direct deposits, and subtracting (a) pending charges such as electronic payments, according to the Processing Order (described below), (b) any amount of deposits that are not yet available for withdrawal under our Funds Availability Policy, and (c) any holds on your balance, such as holds on funds to comply with court orders or other legal requirements. We reserve the right to use a different calculation method in certain states if required by law.

**Business Day** - Our Business Days are Monday through Friday. Federal holidays are not included.

**Direct Deposit** - An automatic electronic deposit made through the ACH network to your Account by someone else, such as an

employer issuing payroll or the government paying benefits.

**EFT** - An "electronic fund transfer" to or from your Account, as that term is defined by Regulation E (12 CFR Part 1005). An EFT includes an ACH transaction but does not include a Wire Transfer Item - Any EFT, Wire Transfer, fee, charge or other amount that is credited to or debited from your Account.

**Partner**-A company hosting the BuildCredit App within their website or application.

**Website**-The BuildCredit or Partner website that allows you to access your Account online.

**Wire Transfer** - An electronic transfer of funds through a wire service, such as SWIFT, the Federal Reserve Wire Network, or the Clearing House Interbank Payments System.

# General Account Terms

## A. About Us

**A. 1. Cross River Bank.** This Account is provided by Cross River Bank.

**A. 2. Calling Us.** You may call us at 1-830-BLD-CRDT between the hours of 9am and 6pm Eastern, Monday-Friday to ask questions or request information. Please call us at this number at any time whenever this Agreement or applicable law requires or allows you to notify us by telephone.

**A. 3. Writing to Us.** You may email us at [help@buildcredit.com](mailto:help@buildcredit.com). However, please send any correspondence and notices required or allowed to be in writing under this Agreement or applicable law to the following address (or to such other address as we may provide to you from time to time): BuildCredit Customer Service, 2200 N Federal Highway #223, Boca Raton, FL 33431. We will deem any and all notices to us effective upon receipt by us.

**A. 4. The App.** We offer you the use of our online banking services through the App. You may log in to your Account using the App at any time to view and update information about your Account . Your use of the App is subject to the Terms of Service of the App. The terms of this Agreement govern in the event there is a conflict between the Terms of Service of the App and this Agreement.

**A. 5. Limited Account Access.** Your Account is an electronic savings deposit account that is only accessible through the BuildCredit Website . You may not make withdrawals from your Account other than upon the satisfaction or other termination of your Loan . We do not permit deposits into your account other than an initial deposit made by CRB according to the terms of your Loan. You will not be able to make withdrawals or deposits at branch locations, by telephone, or through automated teller machines (ATMs) . See the Deposits and Withdrawals, Transfers, and Other Account Charges sections for more information.

**A. 6. Authorization.** You hereby authorize the Bank to establish the Account to hold your funds. You are responsible for all payments and activities on your Account that are directed through use of the App and Website. If you permit another person to use the App or Website using your Access Credentials, you are responsible for any transactions they authorize from your Account. When we receive payment instructions from the App or Website it will serve as an authorization for us to debit your Account and remit funds on your behalf. With your use of the App or Website, you authorize BuildCredit as your sole authorized signatory, to direct Bank at any time to charge you for drafts or other orders for the payment of money that are drawn on the Account. You further agree that we will not take any direction from you with respect to the Account, other than through the App and Website . The Bank will direct you to BuildCredit for any and all activities and questions related to the Account. Additionally, when you open the Loan and account and select Accept Loan, you electronically sign and confirm your authorization for Bank to debit and credit your Account. You understand that your authorization will remain in effect until you revoke your authorization, which you can do writing to us as described in Section A.3.

**A. 7. FDIC Insurance.** Funds in your Account are insured by the Federal Deposit Insurance Corporation (FDIC), up to the applicable limit. The amount of insurance coverage you have may depend on the balance in your Account and the ownership, type of, and balances held in any other accounts you have with us. For additional information, please visit the FDIC's website at [www.fdic.gov](http://www.fdic.gov).

## B. Opening Your Account.

**B. 1. Identifying You.** To help the United States Government fight terrorism and money laundering, federal law requires us to obtain, verify, and record information that identifies each person that opens an Account. What this means for you: when you open an Account, we will ask you for your name, street address, email, phone number, Social Security Number (**SSN**) or Individual Taxpayer Identification Number (**ITIN**), and date of birth. To open an Account with us, you must be at least 18 years old (or applicable age of majority in your resident state), a U.S. citizen or a resident alien with a valid SSN or ITIN and have a residential address in the U.S. or U.S. territory where we offer the Account. We may also ask to see your driver's license or other identifying documents that will allow us to identify you.

**B. 2. Consumer Reporting Agencies.** By submitting an application to open an Account, you authorize us to obtain information about you from time to time from consumer reporting agencies, check verification services, our subsidiaries and affiliates, and other third parties for the purpose of considering your Account application or any other purpose permitted by applicable law.

**B. 3. TIN/Backup Withholding.** We are required by federal law to obtain your correct taxpayer identification number (**TIN**) in order to avoid potential backup withholding and to report interest income paid to you in connection with your Account. If you are subject to backup withholding or if the Internal Revenue Service (**IRS**) notifies us that we do not have a correct TIN for you, we may be required to withhold and remit to the IRS a percentage of interest paid (backup withholding) to your Account(s). Amounts withheld are reported to the IRS as federal tax withheld and will be reflected on your IRS Form 1099-INT, Interest Income. A TIN may be your SSN if your Account is in your name and you are either a U.S. citizen, permanent resident, or otherwise eligible to receive a SSN from the Social Security Administration.

**B. 4. Linking External Accounts.** You must link your Account to an account you have with another financial institution in the U.S. or a U.S. territory where we offer the Account. We will call that other account a **Linked External Account**. Any Linked External Account must be owned by you and must be a personal account (not a business or commercial account). Your request to establish a Linked External Account is subject to our verification and approval. In our discretion, we may limit the number of Linked External Accounts you may have at one time or de-link any Linked External Account.

## C. Deposits and Transfers into Your Account

Deposits may only be made in U.S. dollars, by Cross River Bank by a method that it elects to use, including domestic (United States) ACH transactions. Before final settlement of any deposit, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. We reserve the right to refuse, return or limit any deposit you request to be made to your Account and to establish (and change) maximum dollar limits for Account principal balances and transactions in our discretion from time to time.

**All Items are credited subject to final settlement in cash or credits.** We shall have the right to forward Items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents including the Federal Reserve Banks to handle such Items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such Items in accordance with the rules and regulations of the clearinghouse.

**C. 1. Available Transaction Methods.** The following types of transactions are permitted to add funds to your Account:

- **Transfers Using the App or Website.** You can set up one-time or automatic, recurring transfers from a Linked External Account to your Account using ACH transactions. By using the App or Website to initiate a transfer of funds from a Linked External Account to your Account, you authorize Cross River Bank to make the transfer you select on the App or Website via the App or Website to set up, review, change or cancel your transfers.

- **Other.** We may permit you to make deposits by other means, from time to time.

**C. 2. Deposit Records and Receipts.** We and our service providers may rely on the account number on any record of a deposit you make, even if that account number is associated with a name that is different from the name you've provided. It is not our responsibility to detect any inconsistency between the account number you provide and the name.

You may use the App, Website, or call us to confirm that we have received a deposit. We will not provide you with notice of our receipt of a deposit into your Account. However, all deposits into your Account will be included in the periodic statements we provide to you. We may confirm your deposits, and, after review, may adjust your Account for any errors, including any errors on your deposit, deposit request or similar records.

**C. 3. When You Can Withdraw Funds You've Deposited.** Funds may only be withdrawn following the termination of your Credit Builder Loan. Please see the Funds Availability Policy section for information about when funds you deposit will be available for withdrawal.

**C. 4. Our Right to Charge Back Deposited Items.**

If we permit you to withdraw funds from your Account before final settlement has been made for any deposited Item, and final settlement is not made, we have the right to charge your Account or obtain a refund from you. In addition, we may charge back any deposited Item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited Items or for any damages resulting from any of those actions.

## D. Withdrawals

**D. 1. Withdrawals and Transfers from Your Account.** Withdrawals may only be made in U.S. dollars, by EFT, including domestic (United States) ACH transaction upon the satisfaction or other termination of your Loan, by transferring funds to a Linked External Account . We do not permit withdrawals from your Account by Wire Transfer. Please see the Electronic Fund Transfer Agreement section for more information. By using the App or Website to initiate a withdrawal of funds from your Account, you authorize Cross River Bank to make the transaction you select on the App or Website.

**D. 2. Withdrawal Rules.** We may subtract from your balance any amount to satisfy the Loan Agreement if you become delinquent in your loan responsibilities. We may require you or any person you authorize to provide us with identification, documentation or information that's acceptable to us before allowing the transaction. We may refuse any withdrawal by any method we do not specifically permit for your Account, that does not include all information we require, or that would exceed any applicable frequency or dollar limits or cause your Account to be overdrawn. We reserve the right to establish (and change) maximum dollar limits for withdrawal transactions from time to time.

**D. 3. Limits on Savings Account Withdrawals.** You may not make withdrawals or transfers from your account during the term of your BuildCredit Credit Builder Loan.

**D.S. Right to Require Advance Notice of Withdrawals.** We reserve the right to require seven days' prior written notice of withdrawal.

**D. 4. Account Numbers on Fund Transfers.** If you instruct us to send a transfer of funds, such as an EFT, we, our service providers, and every other bank involved in the transfer may rely on any bank number or account number you provide. If your fund transfer instruction gives both a bank number or account number and a name, and the name identifies a different person from the bank or account owner identified by number, we and other banks that handle the fund transfer may still rely exclusively on the number. We have no duty to detect any inconsistency between the bank number or account number and the name.

**D.S. Multiple Signatures.** We are not required to comply with any multiple-signature requirement, even if you have otherwise instructed us to do so. Company acknowledges that it will not generate transactions that violate the laws or regulations of the United States.

## E. Transaction Cutoff Time, Processing Order, and Fees

**E. 1. Fees, Service Charge, Balance Requirements and Expenses.** You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in this Agreement. You agree to be liable to us for any loss, costs or expenses that we incur as a result of any dispute involving your Account, including reasonable attorneys' fees, to the extent permitted by law, and you authorize us to deduct such loss, costs or expenses from your Account without prior notice to you.

## F. Communications, Statements, Notices of Errors, and Other Notices.

**F. 1. Delivery of Notices.** You agree that we and our service providers may communicate with you by mail, telephone, email, fax, prerecorded message, automated voice, text message or other means allowed by law regarding your Account. Any legal disclosures, notices and communications and other Account-related correspondence that we mail to you will be sent via U.S. Mail to the last mailing address shown in our records for your Account. Notices will be deemed to have been delivered on the day we mailed it to you or made it available electronically. We are not responsible for communications or notices lost in, or not delivered by, mail or email. Some notices may only be available electronically or in paper form.

**F. 2. Electronic Communication.** We may send communications electronically, such as by email or text message, rather than through U.S. Mail or other means, unless the law says otherwise. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your Account to that address. You may be required to agree to communicate with us by electronic means in order to open an Account. If you revoke your consent to electronic communications, we may close your Account or take other action described in the E-SIGN Consent.

**F. 3. Telephone Communication.** We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must. When you give us your mobile number, we have your permission to contact you at that number about all of your Cross River Bank accounts. Your consent allows us and our service providers to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your Account. Message and data rates may apply. You may change these preferences by calling us or writing to us as described in Section A.

**F. 4. Change in Contact Information.** We require you to provide an email address, mobile telephone number, and physical street address (address cannot be a P.O. Box). You are responsible for promptly notifying us of any change to any such contact information or your name. In some instances, we may request additional information for verification purposes. Any notice we mail to you (or email to you if you've told us to communicate with you electronically) will be binding when sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service (USPS) or if a company in the business of providing correct addresses informs us that the address in our records no longer matches your address. Even if you elected to receive electronic communications from us, we may still provide you information via the USPS.

**F. 5. Communications Equipment and Services.** You are responsible for obtaining and maintaining all telecommunications, mobile, broadband, computer, hardware, software, equipment and services needed to access and use your Account online; view, save and/or print your Account documents online; and receive any messages or documents you have consented to receive electronically; and for paying all related charges. We are not required to act on any instruction or message from you provided by fax, SMS/text, telephone voice mail, message service or answering machine. Whenever this Agreement or applicable law requires or allows you to give us written notice, we will not consider SMS/text or fax to be written notice.

**F. 6. Periodic Statements.** We will make available a periodic statement for your Account monthly. We may make your statement available through the App and Website. We have made the statement available to you on the day we notify you that the paperless statement is available.

## G. Closing or Restricting Your Account.

**G. 1. Restricting Your Account; Blocking and Delaying Transactions.** There are many reasons we may decline or prevent transactions to or from your Account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your Account in our sole discretion, as permitted by applicable law. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your Account, or we may remove funds from your Account to hold them pending investigation, including, but not limited to, in one or more of the following circumstances and only as applicable:

- Your Account is inactive;
- You relocate outside of the U.S. or any U.S. territory where we offer the Account;
- You attempt to use your Account for business purposes;
- Your Account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding Account ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole judgment, with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

**G. 2. You May Close Your Account.** You may notify us at any time to close your Account. However, we are not required to close your Account at your request if you have pending transactions, your Account is overdrawn or your Account is subject to investigation, review, legal process (such as a garnishment, attachment, execution, levy or similar order), or if your Loan has not been satisfied or otherwise terminated. In those cases, we will restrict your Account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no longer negative, any legal restriction has been released, and any associated Loan has been satisfied. If your balance is greater than zero, you must transfer your remaining balance to a Linked External Account. If you do not have a Linked External Account, please call us at the number above and we will help you to obtain your remaining balance. Your Account balance must be \$0.00 before your Account will be closed.

**G. 3. We May Close Your Account.** We may also close your Account at any time, for any reason or no reason, with or without prior notice to you. If we close your account, your Account balance will be returned to you electronically to a Linked External Account or by check sent to you by mail. We will have no liability for any action we take under this section.

**G. 4. Rules for Closing Your Account.** We may restrict your Account in preparation for closing. We may send you written notice that we have closed or will close your Account and return the balance less any fees, claims, setoffs or other amounts. This Agreement will survive the closing of your Account and you are still responsible for obligations incurred prior to or in connection with the closing of your Account. After your Account is closed, we have no obligation to accept deposits or pay any outstanding transfer requests.

## H. Other Account Terms.

**H.1. Security.** It is your responsibility to protect your Access Credentials and the devices on which you access your Account. Do not share this information with anyone. Please notify us immediately if you believe your Account has been accessed without your permission. See the Electronic Fund Transfer Agreement for more information about your rights and responsibility in the event of unauthorized use of your Account.

**H.2. Account Ownership.** We will treat this Account as an individually-owned account. You may not add a joint-owner to your Account.

**H.3. Assignment of Agreement and Successors.** You may not assign or transfer any interest in your Account unless we agree in writing. Any permitted assignment of your Account is subject to our setoff rights. This Agreement will be binding on your personal

representative, executors, administrators and successors, and on our successors and assigns.

**H.4. Power of Attorney.** A power of attorney is a document you sign that authorizes someone else, called the agent, to act on your behalf. If you sign a power of attorney, the agent can sign on your behalf and do anything you could do regarding your Account, including withdrawing or spending all of the money in your Account. Do not sign a power of attorney unless you trust the agent to act in your best interest. If you choose to add an agent, you must provide a power of attorney form that we agree to accept. We may rely on a copy of an original power of attorney. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether your signature on the power of attorney is authentic or whether the agent continues to have authority. We may follow or refuse to follow the agent's instructions at any time, including if we suspect fraud or abuse on your Account, unless applicable law requires otherwise. We may also refuse an agent's request to become a joint owner or a beneficiary of an Account, but we have no liability to anyone if we do so. We have no liability when we follow or refuse to follow any instructions from an agent, for example, if your agent misuses the authority you have given them.

**H.5. Death or Incompetence of Account Owner.** Your agent, attorney, personal representative, executor, administrator, or successor must tell us immediately if you die or are declared incompetent by a court. We may act as if you are alive and competent until we receive notice otherwise. After we receive notice of your death or incompetence, we may freeze your balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release your funds until we receive any documents we reasonably request to verify your death or incompetence, as well as who is entitled to the funds. If you die while residing outside the United States, we may require a personal representative to be appointed by a court in a United States jurisdiction. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. If you authorize any transaction, but it's not presented for payment until after you die or are declared incompetent, we are authorized to pay the transaction. If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff (our right to apply funds in one Account to the debt associated with another Account) or security interest rights against the funds credited to your balance after your death. We are also not required to disburse funds until we receive any documents we reasonably request to verify your death or incompetence and to establish a new person's authority to act in transacting on or closing your Account.

**H.6. Adverse Claims.** If there are conflicting instructions or there is any dispute regarding your Account, we may take any action described in the Restricting Your Account; Blocking and Delaying Transactions section above, or we may place funds in a court (this is called an interpleader action) for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability and without advance notice, unless the law says otherwise.

**H.7. Setoff and Security Interest.** If you owe a debt to us or any of our affiliates (either now or in the future), you grant us a right of setoff to, and a security interest in, all of your accounts with us to secure the debt. Debts include any fees you owe, Loan Agreements you have entered into with us, as well as amounts owed to us by another person or entity if you have guaranteed that you will pay their debts. If the debt is due or overdue, we may use the funds in any of your Accounts to pay all or part of the debt. Our security interest will be governed by Uniform Commercial Code Article 9 (as adopted by the applicable state law) whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds. The right of setoff does not apply if the debt is created under a personal credit card plan. If any federal benefits or other payments are deposited to your Account after you become ineligible to receive them, we may set off against any of your Accounts to recover the payments if we're obligated to return funds to the payor.

**H.8. No Waiver.** If we fail to exercise any right, that doesn't mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

**H.9. Changes to the Agreement.** We may change the terms of this Agreement, including fees and features of your Account, at any time. We will notify you of any such change when required by applicable law. Your continued use of your Account evidences your agreement to any amendments. Notices will be made available on the App or Website or delivered electronically using the most recent contact information we have on file for you.

**H.10. Research, Legal Process and Requests for Information.** If we receive any legal process relating to you or your Account, you authorize us to comply with it. "Legal process" means any document that appears to have the force of law that requires us to hold or pay out funds from your Account, including a garnishment, attachment, execution, levy or similar order. We do not have to determine whether the legal process was validly issued or is enforceable. If any action, including administrative proceedings, garnishment, tax

levies, restraining orders or another action is brought against you or your Account, you will be liable to us for any loss, cost or expense (including attorneys' fees) resulting from our compliance with any legal process. If we receive any subpoena, court order or request for information or documents from a government entity or arbitration panel relating to your Account, we are authorized to comply with it.

**H.11. Illegal Activities and Gambling Transactions.** You agree not to use your Account for any illegal activity. We may also refuse any gambling transaction, whether lawful or not.

**H.12. Inactive and Unclaimed Accounts.** Each state has laws that govern when accounts are considered inactive or abandoned, and when we're required to send a customer's funds to the state. After a specified period of time determined by the law of the state of your residence (as shown in our records), if we are not able to locate you, we will be required to deliver your Account to the state as abandoned property. You will then need to apply to the state for return of your funds. If your Account is or has been inactive, we may, in our discretion, refuse to honor requests for withdrawals on your Account until after we have verified that you have authorized the withdrawal request.

**H.13. Reporting to Consumer Reporting Agency; Disputes.** We may report information about you or your Account to a consumer reporting agency. If you believe that we have reported inaccurate or incomplete information about your Account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency. You may also submit a dispute directly to us by writing to the address on the first page of this Agreement. Provide your name, address and phone number; your Account number; the specific information you are disputing; an explanation of why it is inaccurate or incomplete; and any supporting documentation.

**H.14. Rules Governing Your Account.** We are located in New Jersey. We hold your Account in New Jersey. We enter into this Agreement

with you in New Jersey. Except as otherwise provided in the Arbitration section, this Agreement and your Account are subject to applicable federal laws and laws of the State of New Jersey, without regard to internal principles of conflicts of law. Except as otherwise provided in the Arbitration section, if any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Transactions in your Account are also subject to the ACH Rules, other applicable clearinghouses and Federal Reserve rules and regulations. Changes in these laws may change the terms and conditions of your Account. We will notify you of any changes as required by law. If this Agreement conflicts with any statements made by one of our employees or by a third-party service provider, this Agreement will govern.

**H.15. Limitation of Liability.** You agree that we, our service providers, agents, officers, directors, and employees (and the same of our subsidiaries and affiliates and our subsidiaries and affiliates themselves) (collectively, the Indemnified Parties) will not be liable for anything we do when following your instructions. In addition, the Indemnified Parties will not be liable if any such Indemnified Party doesn't follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your Account. This Limitation of Liability section will survive termination of your Account.

**H.16. Indemnification.** You agree to indemnify and hold the Indemnified Parties harmless from and against losses arising in connection with the services provided under this Agreement, except for losses arising out of our own gross negligence or willful misconduct. You further agree to hold the Indemnified Parties harmless from losses arising out of actions taken or omitted in good faith by us in reliance upon instructions from you. The Indemnified Parties are not responsible for any actions or omissions by any third party. If you give us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions and we will not be liable to you if we refuse to follow your instructions. If we do choose to follow your instructions, we may ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us. This Indemnification section will survive termination of your Account(s).

**H.17. Severability.** Any provision of this Agreement that limits the Bank's liability does not negate the Bank's duty (if any) under applicable law to act in good faith and with reasonable care. If any provision of this Agreement is determined to limit the Bank's liability



in a way prohibited by applicable law, or to be otherwise unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable as so modified.

# I. ARBITRATION

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AS DESCRIBED BELOW.**

## **Agreement to Arbitrate**

This section is referred to as the Arbitration Agreement. If you have a dispute with any Indemnified Party, and are not able to resolve the dispute informally, you and we agree that upon demand by either you or the Indemnified Party, the dispute will be resolved through the arbitration process as set forth in this section.

## **Arbitration**

You agree that if you have a dispute or claim that has arisen or may arise between you and the Bank or any other Indemnified Party, whether arising out of or relating to this Agreement (including any alleged breach thereof), your Account and services provided under this Agreement, any advertising, any aspect of the relationship or transactions between us, and you are not able to resolve the dispute or claim informally, you and we agree that upon demand by either you or the Indemnified Party, the dispute or claim will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Arbitration Agreement, you and the Bank are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

## **Parties Subject to this Arbitration Agreement**

This Arbitration Agreement applies whenever there is a claim between you and us. If a third party, such as an Indemnified Party other than the Bank, is also involved in a claim between you and us, or if a dispute arises between you and an Indemnified Party other than the Bank relating to this Agreement or your Account, then the claim will be decided with respect to the third party in arbitration as well, in accordance with this Arbitration Agreement, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party.

## **Exclusions**

You and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court's jurisdiction, so long as the disputes remain in such court and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing shall bear all costs and expenses incurred by the other in compelling arbitration.

## **Your Right to Opt Out**

If you do not want this Arbitration Agreement to apply to your Account, you may opt out by sending us written notice of your decision within thirty (30) days of the opening of your Account. Such notice must clearly state that you wish to cancel or opt out of the Arbitration Agreement section of this Agreement. It should include your name, address, Account name, Account number, and your

signature and must be mailed to Cross River Bank, Attn: Legal Department, 400 Kelby Street, 14th Floor, Fort Leen, NJ 07024. This is the sole and only method by which you can opt out of this Arbitration Agreement. Your exercise of the right to opt-out will not affect any remaining terms of this Agreement and will not result in any adverse consequence to you or your Account. You agree that our business records will be final and conclusive evidence with respect to whether you cancelled or opted out of this Arbitration Agreement in a timely and proper fashion.

## **Prohibition of Class and Representative Actions and Non-Individualized Relief**

**YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE BANK OR INDEMNIFIED PARTY ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE BANK AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.**

### **Pre-Arbitration Dispute Resolution**

The Bank and Indemnified Parties are always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support using the contact information above. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (**Notice**). The Notice to the Bank or Indemnified Party should be sent to Cross River Bank, c/o BuildCredit, 2200 N Federal Highway #223, Boca Raton, FL 33431 (**Notice Address**). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. If you do not resolve the claim with the Bank or Indemnified Party within 60 calendar days after the Notice is received, you or the Bank or Indemnified Party, as applicable, may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by any party will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Bank is entitled.

### **Arbitration Procedures**

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's (**AAA**) rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the **AAA Rules**), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <http://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of the Agreement as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the parties to the arbitration agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

### **Costs of Arbitration**

Payment of all filing, administration, and arbitrator fees (collectively, the **Arbitration Fees**) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, the Bank will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, the Bank will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Bank will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AM Rules.

### **Confidentiality**

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

### **Severability**

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the Prohibition of Class and Representative Actions and Non-Individualized Relief section above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the Prohibition of Class and Representative Actions and Non-Individualized Relief section are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of the Arbitration Agreement will continue to apply.

### **Future Changes to Arbitration Agreement**

Notwithstanding any provision in this Agreement to the contrary, if the Bank makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending the Bank written notice within 30 calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute covered by this Arbitration Agreement in accordance with the language of this Arbitration Agreement as of the date you first accepted the Agreement (or accepted any subsequent changes to the Agreement).

# Electronic Fund Transfer Agreement

## **Electronic Fund Transfers: Your Rights and Responsibilities**

This disclosure contains important information about your use of electronic fund transfer ("EFT") services provided by Cross River Bank in relation to your Deposit Account ("Account") provided by the Bank and serviced by BuildCredit . Whenever you accept or authorize EFTs to your Account, you agree to these terms and conditions, in addition to any other applicable limitations in the Deposit Account Agreement concerning deposits to and withdrawals from your Account. Please read this document carefully and retain it for future reference.

**FOR EFT**

**Phone:** 830-BLD-CRDT (830-253-2738)

**Email:** [help@buildcredit.com](mailto:help@buildcredit.com)

**Website:** [www.buildcredit.com](http://www.buildcredit.com)

**Mailing Address:** 2200 N Federal Hwy #223, Boca Raton, FL 33431

## A. Types of Available EFTs

### A1. Account Opening and Account Closing

Deposits may only be made by Cross River Bank at the time the account is opened. Withdrawals may only be made by Cross River Bank to your Linked External Account at the time your Loan is satisfied or otherwise terminated.

## B. Your Rights and Responsibilities

The use of EFT services described in this Agreement creates certain rights and responsibilities regarding these services as described below.

**B1. Business Days.** For the purposes of these disclosures, our Business Days are every day except Saturdays, Sundays, and federal holidays.

### B2. Documentation of Your EFTs.

**Periodic Statements.** You will get a monthly Account statement reflecting credits and debits to your Account, including EFTs.

**Other EFT Confirmations.** You may call or email us to find out whether any EFT you requested was successfully completed.

### B3. Your Liability for Unauthorized EFTs.

**Tell us AT ONCE if you believe:**

**Your PIN or other Access Credentials have been compromised. An EFT has been made without your permission, or someone has transferred or may transfer money from your Account without your authorization.**

**Telephoning us is the best way to keep your possible losses down. You could lose all the money in your Account.** If you tell us within 2 Business Days after you learn of the loss or theft of your Access Credentials, you can lose no more than \$50 if someone used your Access Credentials to access your Account without your permission.

If you DO NOT tell us within 2 Business Days after you learn of the lost or theft, and we can prove we could have stopped someone from using your Debit Card or Access Credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you or made available to you electronically, you may not get back any money you lost after the 60 day period if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

### B4. In Case of Errors or Questions about your EFTs

Contact us as soon as you can, if you think your statement or receipt is wrong or if you need more information about an EFT listed on the statement or receipt. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or

error appeared.

1. Tell us your name and the last four digits of your Account number (if any).
2. Describe the error or EFT you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 Business Days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 days to credit your Account for the amount you think is in error.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**B5. Our Liability for Failure to Make a Transfer.** If we do not complete an EFT to or from your Account on time or in the correct amount according to the Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

If, through no fault of ours, you do not have enough money in your Account to make the EFT.

If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.

There may be other exceptions stated in our Agreement with you.

## C. Confidentiality.

**We will disclose information to third parties about your Account or the EFTs you make:**

- (1) Where it is necessary for completing EFTs;
- (2) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- (3) In order to comply with government agency or court orders; or
- (4) If you give us your written permission.

## D. Amendments.

We may change any provision of this Electronic Fund Transfer Agreement in our discretion, as permitted by law. If we do, we will give you notice if and to the extent required by applicable law.

## E. Termination.

We reserve the right to terminate your use of any or all of our EFT services for any reason and at any time. We will provide you notice before doing so where required by law. You also have the right to terminate your use of the EFT services described in this Agreement at any time by contacting us using the above information. If you call, we may require you to put your request in writing and get it to us

within 10 Business Days after you call. Any termination of your use of our EFT services, whether initiated by you or us, will not affect any of your or our rights and obligations under this Agreement that have arisen before the effective date of such termination.

## Fee Schedule

We do not and will not impose any fees in connection with your Account for so long as BuildCredit is providing the means to access the account via the App and Website. In the event the App and Website no longer support access to the Account, we reserve the right to add or change fees from time to time, and we will notify you of any changes to our fees and this Fee Schedule, as required by applicable law. You agree to pay all fees applicable to your Account. We may subtract any applicable fees from your balance, even if the amount of the fee exceeds the Available Balance in your Account.

## Funds Availability Policy

**Purpose.** The information here describes Cross River Bank's general policy of holding deposited Items in a deposit account ("Account") before funds are made available to you. For the purposes of this disclosure, "you"/"your" refer to the Account holder and "our"/"we"/"us" refers to Cross River Bank.

**Available Deposit Types.** Cross River Bank does not accept all deposit types on all Accounts. For information about what types of deposits are accepted for deposit into your Account serviced by BuildCredit, see your Cross River Bank Deposit Account Agreement.

**Determining the Availability of Your Deposit.** Our policy is to delay the availability of funds from your deposits. During the delay, you may not withdraw the funds and we will not pay transactions from your Account using these funds.

The length of the delay is counted in Business Days from the day of your deposit. Every day is a Business Day except Saturdays, Sundays and federal holidays. If you make a deposit before **2:00pm ET** on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after **2:00pm ET** or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

**Your Responsibility for Deposits.** Even if we have made funds available to you, you are still responsible for deposits that are returned to us unpaid and for any other problems involving your deposit.

**Special Rules for New Accounts.** If you are a new customer, the following special rules may apply during the first 30 days your Account is open.

**Same-Day Availability.** Funds are not available until the termination of the loan.