

E-Sign Disclosure and Consent Notice

Last Updated December 23, 2024

This E-Sign Disclosure and Consent Notice ("Notice") applies to all communications, as defined below, for services provided by PRGB, Inc. and its affiliates, subsidiaries, and divisions (collectively, "Build", "we", or "us"). Under this Notice, communications that you receive in electronic form from us will be considered "in writing."

This Notice applies to all information that we provide to you in connection our websites, including getbuild.com (each, a "Site"), our mobile applications (each, an "Application"), and the products and services offered, operated, or made available by us through the Sites or the Applications (collectively, with the Sites and the Applications, the "Services").

By using our electronic and online Services, you hereby consent to this Notice and affirm that you have access to the hardware and software requirements identified below. If you do not agree to the legally-required notices and communications described herein in electronic and not paper form, you may not use the Services.

1. Covered Communications.

Covered communications ("Communications") may include, but are not limited to, disclosures and communications we provide to you regarding the Services such as:

- a. Terms and conditions, privacy policies, account holder agreements, customer agreements, and changes, amendments, or modifications to those documents;
- b. All legal and regulatory disclosures and communications associated with the Services, including e-statements or other periodic statements;
- c. All tax statements and related communications, including, but not limited to, forms 1099-INT and 1099-MISC;
- d. Payment disclosures, notices, receipts, and confirmations;
- e. Customer service communications and responses to claims and disputes;
- f. All other communications concerning the Services and any related transactions, products or services.

Unless you tell us otherwise in accordance with the procedures described below, we will electronically provide you with all Communications that are required to be provided or made available to you during the course of our relationship with you.

2. Methods of Providing Communications.

We may provide Communications to you by email or by making them accessible via the Services. Communications will be provided online and viewable using browser software or PDF files. You will be able to print Communications and/or have them e-mailed to you. At any time, you may request from us a paper copy of any Communication made available electronically to you by us. You may request delivery of such paper copies from us by following the procedure described below. Periodic statements will be made available by logging into your account. You will not receive a notification when your periodic statement is available to be viewed. You are responsible to retrieve the periodic statement(s) from the Services.

3. Updating Your Contact Information.

It is your responsibility to keep your primary email address current so that we can communicate with you electronically. You understand and agree that if we send you a Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, we will be deemed to have

provided the Communication to you; however, we may deem your account inactive. You may not be able to transact using our Online Services until we receive a valid, working primary email address from you.

If you use a spam filter or similar software that blocks or re-routes emails from senders not listed in your email address book, we recommend that you add us to your email address book so that you can receive Communications by e-mail.

4. Withdrawing Your Consent.

You may at any time withdraw your consent to receive electronic Communications as described below. If you withdraw your consent, we will close your Bank Account(s) and mail you a refund check for any remaining balance(s) in your Bank Account(s). If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

5. Federal Law.

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

6. How to Contact Us.

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

- a. Email: Reg.compliance@prgventures.com
- b. Write: Prog Services, Inc., Attn: Customer Support, 256 W Data Drive, Draper, UT 84020

7. Required Hardware and Software.

To access and retain electronic Communications, you must have:

- a. A valid email address (we may request that you respond to an email to demonstrate you are able to receive Communications);
- b. A computer, mobile, tablet or similar device with internet access and current browser software and computer software that is capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form;
- c. Sufficient storage space to save the notices, disclosures, contracts, or other Communications that we send to you (whether presented online, in e-mails or PDF) or the ability to print the documents.