

Terms of Use

Last Updated May 24, 2023

THIS USER AGREEMENT INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION AND A CLASS ACTION WAIVER. PLEASE REFER TO SECTION 21 BELOW FOR MORE INFORMATION.

These Terms of Use (the “Agreement”) set forth a legal agreement between you (“you” or “your”) and PRGB, Inc., its affiliates, subsidiaries, agents, and assigns (collectively, “Build”, “we”, “us”, or “our”) regarding your use of our websites, including getbuild.com (each, a “Site”), and our mobile applications (each, an “Application”), and the online services provided therein (collectively, with the Sites and the Applications, the “**Services**”).

1. **Acceptance of Agreement.** The user should carefully read this Agreement before using the Services. By using, accessing, interacting with, or signing up for the Services, you agree that you have read, understand, and agree to be bound by this Agreement. You additionally represent and warrant to us that: (i) you are a legal resident of the United States; (ii) you are of legal age to enter into this Agreement; (ii) you have not previously been suspended, removed or deactivated from the Services; (iv) your use of the Services complies with any and all applicable laws and regulations.

This is a legally binding agreement. If you do not agree with this Agreement, you may not use the Services.

2. **Privacy Policy.** Please read our [Privacy Policy](#) (the “Privacy Policy”) carefully for information relating to our collection, use, and disclosure of your personal information. By accessing or using the Services you agree to our Privacy Policy.
3. **Modifications of The Agreement and the Privacy Policy.** We reserve the right to amend the Agreement and the Privacy Policy at any time and will notify you of any such changes by posting the revised documents on our Sites or Applications. You should check these documents periodically for changes. All changes shall be effective upon posting. We will date the Agreement and the Privacy Policy with the last day of revision. Your continued use of the Services after any changes constitutes your agreement to be bound by any such changes.
4. **Use of The Services.** You represent, warrant, and covenant that you shall not (i) try to reverse engineer, disassemble, decompile, or decipher the Services or any software utilized by the Services, (ii) navigate or search the Services with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders), (iii) use a means other than our provided interface to access the Services, (iv) use the Services in a way that could impair, overburden, damage, or disable any portion of the Services, (v) mirror any material contained on the Services, or (vi) upload, post or transmit to, distribute, or otherwise publish through the Services any materials which (a) restrict or inhibit any other user from using and enjoying the Services, (b) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (c) constitute or encourage conduct that would constitute a criminal

offense, give rise to civil liability or otherwise violate law, (d) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (e) contain a virus or other harmful component, (f) contain any information, software or other material of a commercial nature, (g) contain advertising of any kind, or (h) constitute or contain false or misleading indications of origin or statements of fact.

Any unauthorized use of the Services, including but not limited to unauthorized entry into our systems, misuse of your Credentials (defined below), or misuse of any information posted on or through the Services is strictly prohibited. We make no claims concerning whether use of the Services is appropriate outside of the United States. If you access the Services from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

5. **Updates.** We may, from time to time, at our sole discretion and without notice to you, provide updates to the Services that contain, without limitation, bug fixes, patches, or reduced, modified, or enhanced functionality to the Services (“**Updates**”). We may automatically check the version of an Application that you use and, if applicable, require updates to the Application before providing continued access to the Services. By installing an Application, you authorize the automatic download and installation of Updates and agree to download and install Updates manually if necessary. We reserve the right to temporarily disable or permanently discontinue any and all functionality of the Services at any time without notice and with no liability to you. We will have no liability whatsoever on account of any change to the Services or any suspension or revocation of your access to or use of the Services.
6. **Modification of Agreement.** We may, from time to time and at our sole discretion, modify this Agreement. Please check this Agreement periodically for changes. Your continued use of the Services after the changes become effective constitutes your binding acceptance of such changes. In the event that a change to this Agreement materially modifies your rights or obligations, we will make an effort to notify you of the change, such as by sending you an email to the address we have on file for you, or presenting a pop-up window or other notification to you through the Services when you log in, and we may require that you accept the modified Agreement in order to continue to use the Services. Immaterial modifications are effective upon publication, and material changes will be effective upon the earlier of (a) continued use of the Services, or (b) thirty (30) days following the change. Disputes regarding this Agreement or the Services will be resolved in accordance with the version of the Agreement in effect at the time the dispute arose.
7. **Conflicts.** In the event of any conflict between this Agreement and your credit card agreement with WebBank, your credit card agreement will control. In the event of any conflict between this Agreement and your Loan Agreement with Synapse Credit LLC (“Synapse”), your Loan Agreement will control.
8. **Fees.** There are no fees for accessing or using the Services, but there may be fees associated with any loan you obtain from WebBank through the services.
9. **Accounts.**

- . **Account Creation.** In order to use the Services, you must create an account (an “**Account**”) with us. To create an Account, you may be asked to provide certain registration details or other information. You agree that you will use Services only for your own behalf. You agree that the information you provide to us on registration and at all other times, will be true, accurate, current, and complete, and that you will keep this information accurate and up-to-date at all times. As part of registration, you will be asked for or provided with certain credentials, potentially including a username, password, verification code, or any other piece of information reasonably required as part of our security procedures (collectively, your “**Credentials**”). You must treat your Credentials as confidential, and you must not disclose them to any other person or entity. You will be solely responsible for any activities or actions take under your Account, whether or not authorized by you. Please notify us immediately of any unauthorized use of your Credentials or Account. We are not liable for any loss or damage from your failure to comply with these requirements.
 - a. **Identity Verification.** You hereby authorize us, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and Account information. This may include asking you for further information and/or documentation about your identity, or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or financial instruments, and verifying your information against third party databases or through other sources.
 - b. **Limitations on Accounts.** You may not create more than one (1) Account. Each unique mobile device may not be associated with more than two (2) user Accounts. Users who attempt to associate an excessive number of mobile devices with a single user Account may be deemed to have violated this Agreement and may be subject to Account suspension or closure.
10. **Communications.**
- . **Text Messages and Phone Calls.** By providing a telephone number in connection with a credit application through the Site or Application, you agree to receive autodialed and pre-recorded, non-marketing, service-related text messages and phone calls from WebBank, Build, and/or our service providers at the phone number provided. Such service-related communications may include, but are not limited to, information concerning your application as well as customer support information You agree to promptly alert us whenever you stop using a telephone number. Standard message and data rates may apply to both non-marketing and marketing-related messages. Carriers are not liable for delayed or undelivered messages.
11. **Intellectual Property Rights.** We own and operate the Services. All content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, text, data, contents, names, trade names, trademarks, trade dress, service marks, layout, logos, designs, images, graphics, illustrations, artwork, icons, photographs, displays, sound, music, video, animation, organization, assembly, arrangement, interfaces, databases, technology, and all intellectual property of any kind whatsoever and the selection and arrangement thereof (collectively, the “**Materials**”) are owned exclusively by us or our licensors or suppliers and are protected by U.S. copyright, trade

dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Materials without our prior written permission in each instance. You may not use, copy, display, distribute, modify or reproduce any of Materials unless in accordance with written authorization by us. All rights related to the Materials are hereby reserved.

12. **Feedback.** You may offer or be asked to offer recommendations, suggestions, ideas, derivations, enhancement requests, or other feedback concerning the Services (“**Feedback**”). You hereby assign us an unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty free right to exploit any Feedback in any manner and for any purpose, including to improve the Services and create other products and services.
13. **User Content.** Excluding Feedback, we do not claim ownership of the content that you provide, upload, submit or send to us through the Services. You understand and agree that all materials transmitted on or through the Services are your sole responsibility, and that you are responsible for all material you provide, upload, submit or send to or through the Services. When you provide us with content through the Services, you grant us a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights in any manner and for any purpose, including to improve the Services and create other products and services. We will not compensate you for any of your content. You acknowledge that our use of your content will not infringe any intellectual property or publicity rights. Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against us.
14. **Third-party Websites and Content.** Where we provide links from or to third-party websites, we do so for convenience and information purposes only. We do not review, endorse, approve or control, and are not responsible for any websites linked from or to the Services, the content of those websites, the third parties named therein, or their products, resources or services. Linking to or navigating to any other website is at your sole risk and we will not be responsible or liable for any damages in connection with linking or navigating to such website.
15. **Termination.** We may terminate this Agreement at any time without notice or suspend or terminate your access and use of the Services at any time, with or without cause, in our absolute discretion and without notice. You understand and acknowledge that, upon termination of this Agreement, we will have no further obligation to provide or allow access to your Account or the Services. Upon termination, all licenses and other rights granted to you by this Agreement will immediately cease. We are not liable to you or any third party for termination of the Services or termination of your use of the Services. Termination of this Agreement will not affect accrued rights, indemnities, liabilities, the dispute resolution provisions of Section 21, or any other contractual provision intended to survive termination.
16. **NO LEGAL, TAX, OR FINANCIAL ADVICE.** ALL MATERIAL THAT WE DISPLAY ON THE SERVICES IS FOR INFORMATION-PURPOSES ONLY, ARE NO SUBSTITUTE FOR SPECIFIC ADVICE, AND ARE IN NO MANNER TO BE CONSIDERED LEGAL, TAX, OR FINANCIAL ADVICE OR A SUBSTITUTE FOR

SUCH ADVICE. WE ENCOURAGE YOU TO CONSIDER CONSULTING AN ACCOUNTANT OR OTHER FINANCIAL ADVISOR AWARE OF YOUR INDIVIDUAL CIRCUMSTANCES BEFORE IMPLEMENTING ANY FINANCIAL STRATEGY OR MAKING ANY OTHER FINANCIAL DECISION.

17. **Indemnification**. To the fullest extent permitted by law, you agree to indemnify, defend and hold Build, WebBank, and all of their successors, parents, subsidiaries, affiliates, officers, directors, stockholders, investors, employees, agents, representatives and attorneys and their respective heirs, successors and assigns (collectively, the “Indemnified Parties”), harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, including, without limitation, reasonable attorneys’ fees, incurred by the Indemnified Parties arising out of or relating to (i) your access to, use of or alleged use of the Services; (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not settle any matter without our prior written consent.
18. **DISCLAIMER OF WARRANTIES**. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, BUILD AND THE OTHER INDEMNIFIED PARTIES EXPRESSLY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. SPECIFICALLY, BUT WITHOUT LIMITATION, WE DO NOT WARRANT THAT: (1) THE INFORMATION PROVIDED IN, OR THAT MAY BE OBTAINED FROM USE OF, THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE CORRECT, ACCURATE, UP-TO-DATE, OR RELIABLE; (2) THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (3) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED BY OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (4) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. YOU ASSUME ALL RISK FOR ALL DAMAGES, INCLUDING DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR LOSS OF DATA THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

19. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE INDEMNIFIED PARTIES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OPERATING OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE INDEMNIFIED PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE WHERE SUCH DAMAGES RESULT FROM: (i) YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICES, OR (ii) ANY PURCHASE OF A THIRD PARTY PRODUCT OR SERVICE BASED ON INFORMATION CONTAINED IN THE SERVICES, INCLUDING THE AVAILABILITY OF A COUPON. YOU SPECIFICALLY ACKNOWLEDGE THAT THE INDEMNIFIED PARTIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE SITE OR THROUGH THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 20 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
20. **Miscellaneous.** This Agreement, together with the [Privacy Policy](#), [Arbitration Agreement](#), and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and Build regarding your use of and access to the Service, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties. You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement or any of our rights or obligations under this Agreement at any time without notice. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of this Agreement is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

21. Governing Law. This Agreement is governed by and interpreted in accordance with the laws of the State of Utah and as applicable Federal law, excluding the conflicts of law provisions thereof, regardless of your state of residence.

22. Arbitration Agreement. PLEASE READ THIS SECTION (the “Arbitration Agreement”) CAREFULLY. IT REQUIRES ALL CLAIMS BETWEEN YOU AND US TO BE RESOLVED BY BINDING ARBITRATION WHENEVER YOU OR WE CHOOSE TO SUBMIT A CLAIM TO ARBITRATION. BY ACCEPTING THIS ARBITRATION AGREEMENT, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO A SMALL CLAIMS COURT) AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

Agreement to Arbitrate: Either you or we may elect, without the consent of the other, to arbitrate any Claim (as defined below) through the binding arbitration process set forth in this Arbitration Agreement. For purposes of this Arbitration Agreement, “we,” “our,” “us” includes WebBank, and its employees, officers, directors, parents, agents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors, and assigns, Build and its employees, officers, directors, parents, agents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors, and assigns, and dealers/merchants/retailers that accept the card or program sponsors.

Claims Covered by Arbitration: “Claims” subject to this Arbitration Agreement include all of the following: (1) claims arising out of or related to this Agreement, including but not limited to claims between you, or any other user of your Account, and us; (2) claims arising out of or related to any aspect of any relationship between you, or any other user of your Account, and us that are governed by this Agreement; (3) claims arising out of or related to your Account, or any services provided to you, or any other user of your Account, under this Agreement; and (4) claims related to the interpretation, scope, applicability, or enforceability of this Agreement or Arbitration Agreement (with one exception identified in the “Public Injunctive Relief Requests” section), and (5) any claims arising out of or related to the Site or Application. Claims are subject to arbitration whether they are based in contract, tort, federal or state statute, constitution, regulation, or any other legal theory, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Claims include claims or disputes that arose before the parties entered into this Agreement (such as claims related to advertising) or after termination of this Agreement or after your Account is closed. Claims include initial claims, counterclaims, cross-claims, and third party claims.

Claims Not Covered by Arbitration: Claims filed by you or by us in a small claims court are not subject to arbitration, so long as the dispute remains in such court and advances only an individual claim for relief. The “Class and Representative Action Waiver” and “Public Injunctive Relief Waiver” sections below set forth additional claims not subject to arbitration. Further, this Arbitration Agreement shall not apply to covered borrowers as defined in the Military Lending Act, 10 U.S.C. § 987.

Jury Waiver and Limitation of Rights: You and we agree that, by entering into this Arbitration Agreement, the parties are each waiving the right to a trial by jury or a trial before a judge in court (except for matters that may be taken to a small claims court). You and we acknowledge that arbitration will limit our legal rights, including the right to

participate in a class action, the right to a jury trial, the right to conduct full discovery, and the right to appeal.

Class and Representative Action Waiver: YOU AND WE AGREE THAT EACH PARTY TO THIS ARBITRATION AGREEMENT MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator shall have no authority to conduct any class, private attorney general or other representative proceeding. This paragraph does not apply to requests for public injunctive relief, which are addressed in the paragraph entitled “Public Injunctive Relief Requests.”

Public Injunctive Relief Requests: If you or we seek public injunctive relief as a remedy for any Claim (a “Public Injunctive Relief Request”) you and we agree that Public Injunctive Relief Request cannot be arbitrated. Instead, that Public Injunctive Relief Request shall be adjudicated by a court after all other Claims to be decided in arbitration under this Arbitration Agreement are resolved in arbitration, including all causes of action pursuant to which a Public Injunctive Relief Request is made. You and we agree to jointly request that the court stay the Public Injunctive Relief Request until after the remaining Claims have been finally resolved in arbitration, and that the parties will only seek to lift the stay and request that the court resolve the Public Injunctive Relief Request if an arbitrator finds that one of them is liable for a Claim for which public injunctive relief is an available remedy. The validity, enforceability, and effect of this section shall be determined exclusively by a court, and not by any arbitration administrator or arbitrator.

Severability: Notwithstanding any section in the Arbitration Agreement to the contrary, if any section of this Arbitration Agreement (except for the “Class Action and Representative Action Waiver”) is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration Agreement. However, if the “Class Action and Representative Action Waiver” section is deemed invalid or unenforceable in whole or in part, then this entire Arbitration Agreement shall be deemed invalid and unenforceable.

How to start an arbitration, and the arbitration process:

The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to 256 W Data Dr. Draper, UT 84020. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, (800) 778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, (800) 352-5267. If both AAA and JAMS are for any reason unable to serve, then the parties may agree to a comparable arbitration administrator. If the parties are unable to agree, then a court of competent jurisdiction shall appoint an arbitration administrator.

If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the Claim(s) to commence the arbitration proceeding.

The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a retired judge or lawyer with at least 10 years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the Federal Arbitration Act (FAA), that would apply in court, but may use different procedural rules. The arbitrator shall honor claims of privilege recognized at law. If the administrator's rules conflict with this Agreement, this Agreement will control. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information.

The arbitration will take place by phone or in the county in which you reside, unless the parties agree in writing to a different location or the arbitrator so orders. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding except that any party may appeal any award relating to a Claim for more than \$100,000 or for injunctive relief to a three-arbitrator panel appointed by the arbitration administrator, which will reconsider de novo any aspect of the appealed award. The panel's decision will be final and binding. In either event, you or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction. The substantive law of the FAA shall govern any petition or motion to confirm or vacate the arbitrator's award.

Except as provided in the "Public Injunctive Relief Requests" section, the arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law.

Governing Law for Arbitration: You and we agree that you and we are participating in transactions that involves interstate commerce and that this Arbitration Agreement is governed by the FAA. The arbitrator will decide the dispute in accordance with the terms of this Agreement and applicable substantive law, including the FAA, and applicable statutes of limitation.

Pre-Dispute Resolution Procedure: Before you or we bring any dispute or claim, the complaining party shall give the defending party: (i) a claim notice providing at least 30 days' written notice of the claim that explains in reasonable detail the nature of the claim and any supporting facts and that also includes the complaining party's signature; and (ii) a reasonable, good-faith opportunity to resolve the claim on an individual basis without the necessity of any proceeding. If you are the complaining party, you must send any claim notice to us at 256 W Data Dr. Draper, UT 84020. If we are the complaining party, we will send the claim notice to you at your address appearing in our records or, if you are represented by an attorney, to your attorney at his or her office address. If the complaining party and the defending party do not reach an agreement to resolve the claim within 30 days after the claim notice is received, the complaining party may commence an arbitration or matter that may be heard in a small claims court subject to the terms of this Arbitration Agreement. No settlement demand or settlement offer may be used in any proceeding as evidence or as an admission of any liability or damages.

Special Payment: If: (i) you submit a claim notice in an arbitration on your own behalf (and not on behalf of any other party) and comply with all the requirements of this Arbitration section of your Agreement; (ii) we refuse to provide you with the money damages you request; and (iii) the arbitrator issues you an award that is greater than the latest money damages you requested at least 10 days before the date the arbitrator was selected, then we will pay you the amount of the award or \$7,500, whichever is greater, in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. We encourage you to include all claims you have in a single claim notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated under this Arbitration section of your Agreement.

TO REJECT THIS SECTION: You may reject this Arbitration Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address, email address, telephone number, and account number, and must be mailed to 256 W Data Dr. Draper, UT 84020. This is the only way you can reject this section.

Amendments: You and we agree that we have the right to amend this Arbitration Agreement, and that if we make any amendment to this Arbitration Agreement (other than an amendment to any notice address or website link provided herein), that amendment shall be effective upon our provision of written notice to you. We will notify you of amendments to this Arbitration Agreement by providing notice via U.S. mail to the mailing address shown on your statement. Any change shall not apply to any Claim against us that accrued prior to the effective date of the change. Instead, the change shall apply to all other Claims governed by this Arbitration Agreement that have arisen or may arise between you and us. If you do not agree to these amended terms, you may reject the amended Arbitration Agreement and you will not be bound by it. To reject the amended terms, you must send us written notice of your rejection within 60 days after the date we provided notice of the amendment. You must include your name, address, email address, telephone number, and account number. The notice of rejection must be mailed to 256 W Data Dr. Draper, UT 84020. This is the only way that you can reject amendments to this Arbitration Agreement.

NOTICE FOR ACTIVE DUTY MILITARY MEMBERS AND THEIR DEPENDENTS: The following disclosures apply to you if at the time your account is opened, you are a “covered borrower” as defined in the Military Lending Act, which includes eligible active duty members of the Armed Forces and their dependents:

The provision in the Terms of Use Agreement called “Arbitration” will not apply to your Account

23. **Contact Information.** If you have any questions regarding Build, the Services, or this Agreement please contact us as follows:

Email: support@getbuild.com

Phone: [888-242-7263](tel:888-242-7263)

Mail:

PRGB, Inc.

256 W Data Dr.

Draper, UT 84020