E-Sign Consent

E-Sign Disclosure and Consent Notice

This E-Sign Disclosure and Consent Notice ("**Consent**") applies to all Communications, as defined below, that WebBank, PRGB, Inc., and their affiliates, subsidiaries, divisions, and service providers (collectively, "**we**", or "**us**") are required by law to provide in writing or that we may otherwise decide to provide to you. This Consent applies to all Communications, as defined below, we may send you related to your [Build Credit Builder Loan /Build Secured Credit Card] application or account or otherwise in connection with our relationship with you. By [clicking "I agree"], you hereby consent to receive any Communication from us electronically Consent and affirm that you have access to the hardware and software requirements identified below. Under this Consent, Communications that you receive in electronic form from us will be considered "in writing."

- 1. **Covered Communications**. Covered communications ("**Communications**") includes any disclosure, authorization, consent, notice, agreement, or communications that we are required by law to provide you in writing or that we may otherwise decide to provide to you, including:
 - Terms and conditions, privacy policies, account holder agreements, customer agreements, and changes, amendments, or modifications to those documents;
 - Periodic statements;
 - All tax statements and related communications, including, but not limited to, forms 1099-INT and 1099-MISC;
 - Payment disclosures, notices, receipts, and confirmations;
 - Customer service communications and responses to claims and disputes;
 - All other communications we may provide to you.

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 or that we otherwise provide to you during the course of our relationship.

2. **Methods of Providing Communications**. We may provide Communications to you by email or by making them accessible online or [through a mobile application]. Communications provided online will be 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 at no cost 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). At our sole discretion, we may decide to send any Communication to you in paper form and such delivery will not affect this Consent.

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. In such an event, we may deem your account inactive. You may not be able to make additional transactions 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 before a credit product is issued to you, your application will be declined. If you withdraw your consent after your account has been opened, we may close your account. 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 Communications electronically as follows:
 - Email: <u>support@getbuild.com</u>
 - Phone: <u>888-242-7263</u> between 8 a.m. and 5 p.m. Mountain Time, Monday through Friday
 - Write: PRGB, 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 valid email address (we may request that you respond to an email to demonstrate you are able to receive Communications);
 - A computer, mobile, tablet or similar device with internet access and current browser software (including but not limited to Chrome, Safari and Edge) and computer or device software that is capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form;
 - Adobe Reader or other substantially similar software capable of reading PDF files;

- 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); and
- A printer, if you want to print documents.