

## **CONSENT TO USE ELECTRONIC SIGNATURES, RECORDS, AND COMMUNICATIONS (E-SIGN)**

Last updated: December 21, 2023

### **Electronic Communications**

This Consent to Use Electronic Records and Signatures (the "ESIGN Consent") covers Edge Markets, Inc., and its affiliates (collectively, "Edge Markets"); and (ii) Cross River Bank, a New Jersey State Chartered Commercial Bank, Member FDIC, and Evolve Bank & Trust, an Arkansas State Chartered Commercial Bank, Member FDIC and its affiliates and service providers (collectively, "Banks," and individually and collectively with Edge Markets, "we," "our," or "us"). For purposes of this ESIGN Consent, the words "we," "our," and "us" also mean our assigns. The words "you" and "your" means each person who agrees to this Consent.

Edge Markets and its Banks are required by law to provide you with certain Communications in writing, however, with your consent, we can agree to do business electronically. Accordingly, we can agree that in lieu of providing you Paper Documents, obtaining physical signatures, and physically storing these records: (1) we will provide communications, information and records to you electronically ("Electronic Records") in accordance with the federal Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), (2) you will sign such Electronic Records with an electronic signature ("Electronic Signature"), and (3) we can retain and maintain the original or copies of such Electronic Signatures (which may contain or reflect your Electronic Signature) as part of our records. We need your general consent to use Electronic Records and signatures in our relationship with you. Before we can provide you with either the services or products offered by Edge Markets or offered by its Banks that are supported and serviced by Edge Markets (individually and collectively, the "Services") you have requested, you must review and agree to the terms outlined in this ESIGN Consent.

### **Scope of Consent**

This ESIGN Consent applies to all online interactions concerning you and us, and includes those interactions engaged in on any computer, electronic device, mobile device, including phones, smart-phones, and tablets ("Electronic Devices") which may pertain to Edge Markets website or Services we provide to you. By exercising this ESIGN Consent, we will process your information and interact during all online interactions with you electronically. We may send you various notices, Communications, or other documents electronically related to your interactions and transactions with us, including, but not limited to, the following Electronic Records: (1) This Consent and any amendments; (2) Edge Markets Website and Edge Markets Cardholder Agreement & Terms of Service; (3) Edge Markets Privacy Policy and Privacy Notice; (4) USA PATRIOT Act Notice; (5) Application status communications; (6) Information and Communications required by certain federal or state laws and regulations as applicable to Edge Markets, such as the, Equal Credit Opportunity Act, Gramm Leach Bliley Act, Truth in Savings Act( Reg DD) ,Electronic Funds Transfer Act, etc., (7) Advance Agreement(s); (8) Payment authorizations and transaction receipts or confirmations; (9) Account statements, billing statements, and account histories; (10) Any other Edge Market Policies; (11) Notices of amendments to any of the above; and any other Communications required by law regarding your legal rights and obligations relating to the Edge Market Services.

## **Minimum Requirements.**

To use our services (including accessing and retaining electronic communications from us), you will need the following:

- A computer or mobile device with an Internet connection or mobile connectivity and the ability to download and run the software described in this Section;
- For website-based Communications accessed by computer, the computer must have a current operating system and web browser (PCs should be running Windows 7 or higher and Microsoft Edge, Chrome, or Firefox; Macs should be running OSX and Safari, Chrome, or Firefox);
- For Communications accessed by mobile application or mobile website, the mobile device must have a current operating system and web browser (for Apple devices, the most current version of iOS or one prior, and for Android devices, the most current version of the Android operating system or one prior).
- A current version of a program that accurately reads and displays PDF files (e.g., Adobe Acrobat Reader);
- The ability to receive text messages to allow for two-factor authentication and the ability to use the telephone corresponding with the telephone number you provided to us.
- A valid email address, and, if you use a spam filter that blocks or re-routes emails from senders not listed in your address book, you must permit messages from the edgeboost.io, Edge Markets domain in your spam filter;
- A working mobile telephone number that can receive text messages; and
- Sufficient storage space to save Communications or the capability to print the Communications from the device on which you view them.

Additionally, you will need a connection to the Internet such as connection via an Internet Service Provider (“ISP”) or public access. You may incur Internet-related costs in connection with electronic delivery, such as the costs charged to you by your Internet Service Provider and telephone companies for the time or data used while on the Internet or the costs associated with printing email notifications and records. If these requirements change while you are maintaining an active relationship with us, and the change creates a material risk that you may not be able to receive records electronically, we will notify you of these changes. Email notifications and records may be provided in either HTML or Portable Document Format PDF format. Electronic Records may also be viewed electronically via the Internet by logging into your Edge Markets account(Account). Electronic Records may be saved by downloading and saving the record on your device in the way you would any other file from the Internet including, but not limited to screen recording and screen snapshot captures. You will need sufficient electronic storage capacity on your device or other data storage unit, in order to download and save records. To print Electronic Records, you will need a printer that is capable of printing from your browser, your email client or other applicable application, or your hard drive or other data storage unit.

## **Delivery of Communications**

“Communications” includes each disclosure, notice, agreement (including any Edge Markets Advance Agreement), privacy policy, statement, record, document, and other information that may be required or otherwise provided during the business relationship between you and any of us in connection with the Services. Communications may be delivered by posting within your Account accessible through Edge Market’s Website, delivered by email (which may contain a PDF document), text message or other electronic method supported by the software you use to access your Account. You agree to provide us and maintain with us with a valid and working email address (the “Servicing Email Address”), and telephone number (“Servicing Number”) which we may use to send to you Communications as provided above. You agree that the Servicing Email Address and Servicing Number that you have provided us will at all times be yours and active. If you need to change the Servicing Email Address and/or Servicing Number, you agree that you will update the information in your Account settings on Edge Market’s Website, or by contacting Edge Markets at [support@edgemarkets.io](mailto:support@edgemarkets.io) or calling us at 619-432-2712. You understand and agree that anyone with access to your telephone, email account or computer, or mobile device may obtain, observe and/or perceive the content of Communications that we provide to you. You agree that we will not be liable for any charges that you incur in connection with emails, text messages, device level notifications or other communications that we or our

agents and representatives send to you. You agree to provide us and maintain with us with a valid Servicing Email Address, and Servicing Number which we may use to send Communications regarding our relationship to both. You agree that the Servicing Email Address and Servicing Number that you have provided us will at all times be yours and working.

### **Use of Electronic Signatures**

An electronic signature will have the same effect as your personal signature. Accordingly, your electronic signature on an Electronic Record (such as Edge Market's Advance Agreement delivered or otherwise presented to you) manifestly shows your intent to be bound to the terms such Electronic Record. Your electronic signature may include an electronic process you initiate (and which we electronically record) that manifestly shows your intent to be bound to the terms of the Electronic Record. In the course of doing business with us electronically, we may require that you provide an electronic signature of various, including legal documents, Communications, and contracts to utilize aspects of the Service. These electronic signatures may include but not limited to (1) clicking "Register", "I Agree," or similar buttons; (2) using the Edge Boost Visa Debit Card within a digital wallet or other virtual card management service managed or owned by a third-party ("Virtual Wallet"); and/or (3) otherwise using the Edge Boost Visa Debit Card.

### **Withdrawing Consent.**

You are free to withdraw your Consent at any time. If at any time you wish to withdraw your Consent, you can send us your request by submitting a written request to us at [support@edgemarkets.io](mailto:support@edgemarkets.io). Any withdrawal of your Consent will be effective after a reasonable period of time for processing your request. The legal effectiveness, validity and/or enforceability of electronic Communications we sent before your Consent is effective will not be affected. If you withdraw your Consent, before receiving advanced funds this will prevent you from obtaining advanced funds from us. . Your withdrawal of your consent to this ESIGN Consent will result in your inability to access and use the Services. You agree to pay any amount owed to Edge Markets even if you withdraw your Consent and we close or limit access to your Account.

### **Right To Request And Receive Paper Copies.**

You agree that Edge Markets may modify or change the methods of disclosure described herein, and that Edge Markets and/or the Partner Banks may send you Communications in paper form at its option. You can obtain a paper copy of an electronic Disclosure at no charge. You may request any Communications in paper copy by logging in and printing a paper copy. You may also mail us your written request to us at 2810 N Church St PMB 90957 Wilmington, Delaware 19802-4447. We will provide paper copies at no charge. We will retain all Communications as applicable law requires.

### **Updating Your Information**

You agree that it is your responsibility to notify Edge Markets of any changes to your Servicing email address, Servicing number, or any other contact information so that Edge Markets can communicate with you electronically. You agree that Edge Markets is not responsible for any delay or failure in your receipt of any Communications, text message or email notice that is not caused by Edge Markets failure to send such a Disclosure or notice to the Servicing number or Servicing email address you have provided to us. We will not assume liability for non-receipt of notification of availability of electronic Documents in the event your Servicing number, Servicing email address or other contact information on file is invalid; your email or Internet service provider filters the notification as "spam" or "junk mail"; there is a malfunction in your computer, mobile device, browser, Internet service, mobile connectivity and/or software; or for other reasons beyond our control.

It is your responsibility to provide us with true, accurate and complete Servicing number, Servicing e-mail address, contact, and other information related to Edge Markets Services, and to maintain and update promptly any changes

in this information. To update your information, email us at support@edgemarkets.io. You may also send us your written update by mail to our Notice Address above.

**Other important terms and conditions.**

You further agree that we may assign this ESIGN Consent to any person or entity without your consent. You may not assign or transfer this ESIGN Consent and agree that any attempt to assign or transfer this ESIGN Consent by you shall be null and void.

**Amendments and Modifications.**

We reserve the right, in our sole discretion, to discontinue the use of Electronic Records and electronic signatures in connection with any service or to terminate or change the terms and conditions regarding the use and exchange of records as provided in this ESIGN Consent (including changing the hardware and software requirements), or otherwise to amend this ESIGN Consent. We also reserve the right to require you to re-accept any amended version of this ESIGN Consent as a condition for continuing to do business with us electronically. If changes are material or affect your ability to access your account information, we will notify you by electronic or other means.. A copy of the active terms of your ESIGN Consent will be available in your Account, under "Legal".

**Your Consent**

You agree that you have read this ESIGN Consent, and you confirm that you agree to all of the terms and conditions contained herein. By agreeing to this ESIGN Consent, you confirm that the electronic device (both hardware and software) you use to access the Services meets the minimum specifications and requirements outlined above. By pressing the "Register" and/or "Agree" button or any other call to action or similar button, you consent to all of the above in connection with the Services, both now or in the future unless revoked. You cannot access and/or use Services without acceptance of this ESIGN Consent. Your withdrawal of your consent to this ESIGN Consent will result in your inability to access and use the Services. Such withdrawal will not relieve you of, or obviate your need to fulfill, any obligations you incurred prior to such withdrawal. You should download, print or otherwise retain a copy of this ESIGN Consent and all other Communications for your records.