### **Crescent Financial E-Sign Disclosure and Consent**

Crescent Financial Inc.'s ("Crescent") E-Sign Disclosure and Consent ("Disclosure") applies to all services provided via the Crescent App that you have requested. The words "we," "us," and "our" means Crescent and the words "you" and "your" means you, the individual who has created a Crescent account via the Crescent App ("Account").

As used in this Disclosure, "Communications" means any authorization, agreement, disclosure, notice, policies, changes to terms of service related to your Account or other changes related to agreements or disclosures, or other information related to your Account, including but not limited to information that we are required by law to provide to you in writing.

# The Scope of Communications to Be Provided in Electronic Form

When you agree to these terms with respect to the Account, you agree that we may provide you with any Communications relating to your Account in electronic format, and that we do not have to send paper communications to you, unless and until you withdraw your consent as described below.

Further, you agree that, to the extent any Communications must be signed by you, any electronic sound, symbol, or process, attached to or logically associated with the Communication and executed or adopted by you with the intent to sign the Communication is a sufficient and valid signature. This includes, by way of example only, a check box indicating agreement or consent to a Communication.

# Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided either via the Crescent App which can be accessed via your Crescent Account, or via the email address you provide to us, which you may update from time to time.

# How to Withdraw Consent

Your consent to electronic delivery of Communications is a condition to maintaining your Account. If you elect to withdraw this consent, your Account will be closed.

You may withdraw your consent to receive Communications in electronic form by contacting us at support@crescent.app. We may treat your provision of an invalid e-mail address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive electronic communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic communications will be effective only after we have a reasonable period of time to process your withdrawal.

# How to Update Your Records

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Account, and to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address) by navigating to the Profile screen in the Crescent App.

# Hardware and Software Requirements

In order to access, view, and retain electronic Communications that we make available to you, you must have:

• Valid E-mail account and email address;

- Web and/or mobile browser that supports viewing Hyper Text Markup Language (HTML) files and reading Adobe PDF files.
- A tablet or mobile device, and an operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing, communications received in electronic form from us within the Crescent App or via a plain text-formatted e-mail.

# **Requesting Paper Copies**

You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy, contact us support@crescent.app. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically, unless as otherwise required by applicable law.

# **Communications in Writing**

All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of any Communication that is important to you.

## **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 the federal Electronic Signatures in Global and National Commerce 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.

#### **Termination/Changes**

We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.

# Consent

By selecting "Sign Up" to sign up for an account with Crescent, you acknowledge receipt of this E-Sign Disclosure and Consent and affirmatively consent to be bound by the provisions contained herein.