



NU E-SIGN CONSENT DISCLOSURE (“Disclosure”)

Welcome to Nu!

Thank you for choosing NU UNITED STATES LLC (“Nu”)

Who we are

It’s important to disclose that Nu is not a bank. Our services are offered in partnership with Lead Bank, Member FDIC, which provides banking services while Nu distributes and services these offerings, such as credit card, debit card, accounts and among other Services (“Services”). Nu is a digital platform offering tools to manage your finances, including but not limited to:

- View and manage account balances and transactions.
- Accessing credit and debit card details and payment options.
- Using digital banking services, such as payments and transfers.

1. Introduction.

We want to make managing your banking Services as easy and convenient as possible. That’s why we’re giving you options for how you receive important documents. Under the [Electronic Signatures in Global and National Commerce Act \(E-Sign Act\)](#), we’re required to provide some information “in writing,” which usually means on paper. But by using our services you agree we can send this information to you electronically instead. We also need your permission to use electronic records and signatures for all interactions with Nu. Before you start using our Electronic Services (explained below), please review the terms and give your consent.

When you apply for a card or open an account to use our Services, you’re agreeing to this Disclosure and giving your consent to (a) receive communications electronically and (b) use electronic signatures. If you don’t agree or decide to withdraw your consent later, you will not be able to use the Services.

2. Scope of consent.

By agreeing to this Disclosure, you consent to:

- a. Receive all disclosures, statements, agreements, notices, and other records related to your transactions with Nu in electronic form (“Electronic Records”).
- b. Conduct all transactions with Nu electronically, where applicable.



Examples of Electronic Records include, but are not limited to:

- Account agreements, card agreements, terms and conditions, and updates.
- Statements and transaction notices.
- Privacy policies and notices.
- Legal and regulatory disclosures.
- Communications about changes to your account or Services.
- Annual disclosures, including prospectuses and reports, if applicable.
- Transaction receipts or confirmations.
- Account statements and history.
- Federal and state tax statements we may be required to make available to you.

This consent applies to all communications and transactions with Nu, unless and until you withdraw your consent as outlined below.

3. Right to receive paper records

We will not automatically send you a paper copy of any Electronic Record. You have the right to request paper copies of any Electronic Records we provide. You can obtain a paper copy of an Electronic Record contacting us through:

- Phone: +1 (888) 880-0755
- Email: support@us.nu.com
- Mailing Address to: Nu United States LLC, Nu United States LLC, 255 Giralda Avenue, 5th Floor, Coral Gables, Miami, FL 33134

There are no fees associated with the request for the delivery of emailed copies of any Electronic Record provided pursuant to this Disclosure. 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.

4. How we provide communications.

Unless required by law or agreed otherwise, Nu may send you communications in the following ways:

- a. Posting them on the Nu website, push or notification via app;
- b. Sending a text message to the mobile number associated with your Nu register;
- c. Sending an email to the email address linked to your Nu registration or delivering them in another electronic format.
- d. You can also access and view electronic records, including your statements and agreements, at any time for later viewing within the Nu App.



Please note that charges may apply for communications sent via text or other electronic methods, and message frequency may vary. Standard message and data rates may apply.

Nu may send communications electronically, and if requested, you agree to sign communications electronically as well. You also agree that any communications signed electronically by you or Nu will carry the same legal effect as a physically signed document.

5. Withdrawal of consent.

You may withdraw your consent to receive electronic records at any time. Withdrawal may result in the termination or restriction of certain services. To withdraw your consent, you must notify us at:

- Support channel available on your Nu app or our official Nu website.
- Phone: +1 (888) 880-0755
- Email: support@us.nu.com
- Mailing Address: Nu United States LLC, to: Nu United States LLC, 255 Giralda Avenue, 5th Floor, Coral Gables, Miami, FL 33134

Please note that withdrawing consent does not affect the legality, validity, or enforceability of any electronic records delivered before the withdrawal of consent.

If you disable or withdraw your consent to receive electronic communications from Nu, you'll stop getting them, but this could impact important security measures on your Nu account and Services. This may increase risks to your business and could negatively affect or even terminate your ability to use our Services and terminate the relationship.

6. Hardware and software requirements.

To access and retain electronic records, you will need:

- a. A device with an internet connection (e.g., computer, smartphone, or tablet).
- b. A supported web browser (e.g., Chrome, Safari, Firefox, or Edge).
- c. Software to view PDF files (e.g., Adobe Acrobat Reader).
- d. A valid email address.
- e. A printer or electronic storage device such as a hard drive or cloud storage if you wish to print or save copies of the electronic records for your own records.

If there are any significant changes to these hardware or software requirements that could impact your ability to access or retain electronic records, we will notify you and provide an opportunity to withdraw your consent.



By giving your consent, you're confirming that you have the hardware and software mentioned above, can access and review Electronic Records, and have an active email account. You're also confirming that you're authorized to give this consent on behalf of all other account owners, authorized users, representatives, or anyone else linked to your Nu products or Services.

7. Updating your contact information.

You are responsible for ensuring that your contact information, including your email address, is accurate and up to date. To update your contact information, please contact us at the details provided above.

8. Consent to communications under the Telephone Consumer Protection Act (TCPA):

By agreeing with this disclosure, you expressly consent to receive communications from Nu at the phone number and/or email address you have provided. These communications may include calls, text messages, or emails delivered using automatic telephone dialing systems, artificial or prerecorded voice technology, or other automated systems. Communications may relate to account updates, transactions, promotions, or other information concerning our services or products.

You acknowledge that:

- a. Your consent to receive these communications is not a condition of purchasing any goods, services, or property.
- b. You have the right to revoke this consent at any time by contacting us through our support channels and chat in the app.
- c. Standard message and data rates may apply for text messages and other communications.

9. Providing consent.

By providing your consent:

- a. You acknowledge that you have read and understood this disclosure.
- b. You confirm that you meet the necessary hardware and software requirements.
- c. You agree to receive Electronic Records as described above.

By entering your password, using biometrics, or utilizing any other method provided by Nu in the application, website, notices, among others, that signifies your clear intent and consent, you formalize the contracting and use of our Services. This action serves as your explicit agreement to this Disclosure.