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This Site and any products and services (products and services, collectively, "Bank Products") of Cross River Bank (the "Bank" "we", "us", or "our") made available through this Site are delivered subject to the terms set forth in these Terms of Service. You acknowledge that this Site is the property of the Bank and its licensors. In using any webpage, website, or other aspect of this Site, you hereby agree to be bound by these Terms of Service.

The Bank offers the Site to you based on your acceptance of these Terms of Service without modification. The Bank reserves the right, in its sole discretion, to revise these Terms of Service at any time. Any changes to these terms will be included in a revised version of these Terms of Service accessible through the Site. Your continued use of the Site and any related Bank Products following posting of any changes to Terms of Service constitutes your unconditional acceptance and agreement to be bound by the changed terms. Accordingly, we urge you to review these Terms of Service at the start of each use of the Site. If you do not agree to be bound by the revised terms and conditions, you must cease your use of the Site.

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All text, graphics, user interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content contained on the Site is owned, controlled or licensed by or to the Bank and is protected by applicable U.S. and foreign copyright, patent, and trademark laws, including various other intellectual property rights and unfair competition laws.

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Feedback

If you suggest features, functionality, or performance feedback ("**Feedback**") that the Bank incorporates into the Bank Product or Site, you hereby transfer, assign and give the Bank all rights to such Feedback. In the event that you cannot transfer, assign, or give all rights on the feedback, then, alternatively, you grant the Bank a worldwide, non-restricted, non-exclusive, royalty-free, perpetual right and license to use such Feedback for the Bank's commercial purposes, which license will survive termination of the Terms of Service.

Use of Bank Products

This Site contains information about the Bank and Bank Products. You understand and acknowledge that you are solely responsible for any actions you take in connection with your use of the Site, Bank Products, and any data, material, or information ("Data") you share through the Site. You agree not to reproduce, transmit, disseminate, broadcast, circulate, republish, duplicate, sell, modify, upload, post, or otherwise

distribute or commercially exploit the Site, or any portion of the content of the Site, in any way without the Bank's prior written consent.

The Bank will use, store, disclose, and otherwise process the Data: (i) for the purpose of providing services to You; (ii) pursuant to documented instructions from You, (iii) in accordance with its privacy policy, which is available at www.crossriver.com/privacy-policy/, or (iv) when required to do so by applicable law, and the Bank informs You of that legal requirement before processing and minimizes any disclosures to the maximum extent permitted by law.

You represent and warrant that your provision of the Data to the Bank, and the Bank's use of that Data as authorized herein, will not violate applicable law or the rights of any individual or entity. Without limiting the foregoing, you agree not to store, upload, or transmit to or via the Site any Data that: (a) infringes upon, or violates any copyright, patent, trademark, trade secret or other proprietary right; (b) is defamatory, libelous, or threatening; (c) is known by you to be false or inaccurate; or (d) violates any applicable law, treaty, or regulation. You agree you will neither upload nor transmit to the Site any Data containing any virus, worm, trojan horse, or other harmful feature. You agree not to interfere, in any way, with others' use of the Bank Products and you will not attempt to gain unauthorized access to the account, computer system, or Data of another user.

By using the Site and the Bank Products, you hereby grant Cross River Bank the right to obtain and use your, your client's, or your or your client's other guarantor's information to provide the Bank Product. You authorize us and our affiliates to obtain and review consumer credit reports about you, your client, or your or your client's guarantors, as the case may be, from credit reporting agencies, including now and periodically in the future, in connection with Bank Products. You represent and warrant you have been authorized by your client, or your or your client's guarantors to authorize us and our affiliates to obtain and review consumer credit reports about your guarantors, your client, or your client's guarantors

If you are using a Bank Product on behalf of a client, you hereby represent and warrant to us that your client has given you any and all authorization necessary to use the Bank Product on its behalf, including without limitation appropriate authorization to provide the client's business and other information and appropriate authorization to provide any consent that is requested by us to provide your client the Bank Products.

In addition to the above, you are prohibited from: (a) engaging in any act where you know, or have reason to know, that such act may disrupt the Site's functionality; (b) translating, decompiling, reverse engineering, or otherwise attempting to obtain access to source code of any software located on the Site (the "Software"); or (c) using or allowing other to use the Site in any way that violates local, state, federal, or international law, including without limitation any export controls or sanctions imposed by the United States of America.

The Bank reserves the right to determine your or your client's eligibility for any Bank Product at its discretion.

You may use information, print materials, and agreements or documents related to Bank Products that are made available through your use of the Site (collectively, the "Documentation"), provided that you: (a) do not remove any proprietary notice language in such Documentation; (b) use such Documentation only for your internal business purposes and do not copy or post such Documentation on any networked computer or broadcast it in any medium; (c) make no modifications to such Documentation and (d) do not make any additional representations or warranties to any party in connection with your use of such Documentation.

The products and services described in various webpages on the Site, as applicable, may only be offered in certain jurisdictions where they may be legally offered for sale or designated by the Bank in its sole discretion. The Site is not intended for distribution to, or use by, any person in any jurisdiction or country where such distribution or use would be restricted, prohibited, or otherwise contrary to law or regulation.

Site Confidentiality and Security

Certain features or services offered through the Site may require you to open an account (including setting up a username and password) ("Account"). You are solely responsible for maintaining confidentiality of your Account information, including your password, for any and all activity related to your Account. You further agree to establish commercially reasonable security procedures and controls to protect your confidential information. You agree to notify the Bank immediately of any unauthorized use, or any other breach of security, including suspected or actual Account "phishing" incidents. You understand that you may be held liable for losses incurred by the Bank or any other user of or visitor to the Site due to an unauthorized party using your login information, password or Account. You agree not to use anyone else's name, password, or Account to access the Site at any time without the express permission and consent of such party. You acknowledge that the Bank is not liable for any loss or damage arising from your failure to comply with these obligations.

Children Online Privacy Protection Act

This Site will not, and does not intend to, market any Bank Products or related services to children. The Bank does not knowingly gather or solicit data from children through the Site, and by using the Site you represent that you are an adult who is at least 18 years of age.

Restrictions

You must be eighteen (18) years or older to use the Site or the Bank Products. You acknowledge and agree that you or your client (if applicable) may not be eligible to use the Bank Products, and further agree that certain Bank Products are available only to businesses incorporated in the United States or to businesses whose principal place of business is in the United States. You agree to only use the site or Services for a bona fide business purpose. You represent you and your client will not use the site or Services for personal, family, household or other consumer purposes. Cross River Bank is not a credit reporting agency, or a consumer reporting agency as defined in the Fair Credit Reporting Act ("FCRA,") and the information in this site has not been collected in whole or in part for the purpose of furnishing consumer reports, as defined in the FCRA.

Modification or Discontinuance of Certain Bank Products

You understand that, at any time and without notice to you, and for any reason whatsoever, the Bank may modify or discontinue all or any part of the Bank Products. You acknowledge that the Bank shall in no way be held liable for any consequence resulting from the Bank's decision to modify or discontinue providing all or any part of the Bank Products.

Termination

Cross River Bank may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the Bank Product or Site, effective immediately, in whole or in part, if we determine that your use of the Site violates the Agreement, is improper or substantially exceeds or differs from normal use by other users, raises suspicion of fraud, misuse, security concern, illegal activity or unauthorized access issues, to protect the integrity or availability of the Services or systems and comply with applicable Cross River Bank policy, if you no longer agree to receive electronic communications, or if your use of the Site conflicts with our interests or those of another user of the Site or Bank Products. Upon our notice that your use has been terminated you must immediately stop using the Site and Bank Products.

Disclaimers

THIS SITE, ITS CONTENT AND ANY ASSOCIATED SERVICES, INCLUDING WITHOUT LIMITATION THE BANK PRODUCTS, ARE PROVIDED BY THE BANK ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU USE THE SITE, THE BANK PRODUCTS AND ANY RELATED CONTENT AT YOUR OWN RISK. THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE, TO THE INFORMATION, CONTENT, MATERIALS OR BANK PRODUCTS INCLUDED ON THIS SITE, OR TO THE FUNCTIONALITY OF ANY SERVICES ASSOCIATED THEREWITH. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE BANK DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF WORKMANLIKE EFFORT, OF SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF CONTENT, OR OF NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OR TRADE. FURTHER, THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES THAT THIS SITE AND/OR ITS CONTENTS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

THE BANK DOES NOT WARRANT OR GUARANTEE THAT ITS SERVICES WILL PROVIDE ANY DESIRED RESULT, OR THAT ITS SITE, SERVERS OR EMAILS SENT BY OR ON BEHALF OF THE BANK ARE FREE OF VIRUSES, WORMS, TROJAN HORSE OR OTHER HARMFUL COMPONENTS. FURTHER, THE BANK DOES NOT GUARANTEE THE CONTINUOUS, UNINTERRUPTED AND ERROR-FREE OPERATION OF ITS SITE, NOR THAT ALL COMMUNICATIONS BETWEEN YOU AND THE BANK OR BETWEEN YOU AND ANY OTHER USER OF THE SITE, WILL BE SECURE FROM ACCESS OR INTERFERENCE BY THIRD PARTIES.

Limitation of Liability

NEITHER THE BANK NOR ANY OF THE BANK'S EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, DISTRIBUTORS, OR LICENSORS WILL BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY OR OTHERWISE), ARISING FROM OR OTHERWISE RELATED TO YOUR USE OF OR INABILITY TO USE THIS SITE, THE BANK PRODUCTS, OR THE ASSOCIATED SERVICES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' FEES, OR FOR LOST DATA OR LOST PROFIT, EVEN IF THE BANK HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ACKNOWLEDGE THAT INFORMATION TRANSMITTED THROUGH THE INTERNET IS NEVER COMPLETELY SECURE. WITHOUT LIMITING THE FOREGOING, THE BANK WILL NOT BE LIABLE FOR ANY DAMAGE TO YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESSING OR USE OF THIS SITE, OR FROM YOUR DOWNLOADING OF ANY MATERIALS FROM THIS SITE.

CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATION MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Indemnification

You agree to indemnify and hold the Bank, its subsidiaries, affiliates, officers, agents, and representatives, and its and their officers and employees (each, an "Indemnified Party") harmless from and against any and all damages, liabilities, judgments, actions, causes of action, suits, claims, demands, losses, costs and expenses (including reasonable attorneys' fees, disbursements, and court costs) arising from or in connection with your use of the Bank Products, your violation of these Terms of Service, or your violation of any rights of any third party, including without limitation the rights of any of your clients (if applicable).

Governing Law

The laws of the State of New Jersey will govern these Terms of Service, without giving effect to any conflicts of laws principles. Subject to the Arbitration Agreement set forth below, you agree that any action arising out of the Terms of Service, or your use of the Bank Products, shall be brought in state or federal court in State of New Jersey, and you consent to the jurisdiction of such courts.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AS DESCRIBED BELOW.

Agreement to Arbitrate

This section is referred to as the Arbitration Agreement. If you have a dispute with any Indemnified Party, and are not able to resolve the dispute informally, you and we agree that upon demand by either you or the Indemnified Party, the dispute will be resolved through the arbitration process as set forth in this section.

Arbitration

You agree that if you have a dispute or claim that has arisen or may arise between you and the Bank or any other Indemnified Party, whether arising out of or relating to this Agreement (including any alleged breach thereof), your Account and services provided under this Agreement, any advertising, any aspect of the relationship or transactions between us, and you are not able to resolve the dispute or claim informally, you and we agree that upon demand by either you or the Indemnified Party, the dispute or claim will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Arbitration Agreement, you and the Bank are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

Parties Subject to this Arbitration Agreement

This Arbitration Agreement applies whenever there is a claim between you and us. If a third party, such as an Indemnified Party other than the Bank, is also involved in a claim between you and us, or if a dispute arises between you and an Indemnified Party other than the Bank relating to this Agreement or your Account, then the claim will be decided with respect to the third party in arbitration as well, in accordance with this Arbitration Agreement, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party.

Exclusions

You and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court's jurisdiction, so long as the disputes remain in such court and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing shall bear all costs and expenses incurred by the other in compelling arbitration.

Your Right to Opt Out

If you do not want this Arbitration Agreement to apply to you or your Account, you may opt out by sending us written notice of your decision within thirty (30) days of the opening of your Account. Such notice must clearly state that you wish to cancel or opt out of the Arbitration Agreement section of this Agreement. It should include your name, address, and your signature and must be mailed to Cross River Bank, Attn: Legal Department, 2115 Linwood Avenue, 14th Floor, Fort Lee, New Jersey 07024. This is the sole and only method by which you can opt out of this Arbitration Agreement. Your exercise of the right to opt-out will not affect any remaining terms of this Agreement and will not result in any adverse consequence to you or your Account. You agree that our business records will be final and conclusive evidence with respect to whether you cancelled or opted out of this Arbitration Agreement in a timely and proper fashion.

Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE BANK OR INDEMNIFIED PARTY ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE BANK AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

Pre-Arbitration Dispute Resolution

The Bank and Indemnified Parties are always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support using the contact information above. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to the Bank or Indemnified Party should be sent to Cross River Bank at 885 Teaneck Rd, Teaneck, New Jersey 07666 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. If you do not resolve the claim with the Bank or Indemnified Party within 60 calendar days after the Notice is received, you or the Bank or Indemnified Party, as applicable, may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by any party will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Bank is entitled.

Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's (AAA) rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the AAA Rules), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <http://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this

Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of the Agreement as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the parties to the arbitration agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the Arbitration Fees) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, the Bank will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, the Bank will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Bank will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the Prohibition of Class and Representative Actions and Non-Individualized Relief section above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the Prohibition of Class and Representative Actions and Non-Individualized Relief section are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of the Arbitration Agreement will continue to apply.

Future Changes to Arbitration Agreement

Notwithstanding any provision in this Agreement to the contrary, if the Bank makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Bank Products, you may reject any such change by sending the Bank written notice within 30 calendar days of

the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute covered by this Arbitration Agreement in accordance with the language of this Arbitration Agreement as of the date you first accepted the Agreement (or accepted any subsequent changes to the Agreement).

No Unlawful or Prohibited Use

As a condition of your use of the website, you will not use the Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Website, or the network(s) connected to the Lender server, or interfere with any other party's use and enjoyment of the Website. You may not attempt to gain unauthorized access to services, materials, other accounts, computer systems or networks connected to Lender server or to the Website, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the website.

Miscellaneous

You may not assign or otherwise transfer these Terms of Service or any rights or obligations under these Terms. The Bank's failure to act on any breach of any provision of these Terms shall not be construed as a waiver of the enforcement of any provision unless the Bank agrees to such waiver in writing.

If any part of these Terms of Service is deemed unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity or enforceability of remaining provisions. These Terms of Service set forth the entire understanding between you and the Bank with respect to the subject matter hereof and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and the Bank with respect to subject matter.

Cross River Bank is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

Help and Support

If you require any support, please contact us.

The Bank makes no warranty of any kind as it relates to any help or support services provided hereunder and no warranty of any kind that any errors in the Site or the Bank Products can or will be corrected.