Current - Cross River Deposit Account Agreement

Last updated: July 29, 2026

PLEASE READ THIS DOCUMENT CAREFULLY

Please read through this Current - Cross River Deposit Account Agreement located below the Table of Contents (collectively, the "Agreement") for eligibility, fee, arbitration agreement, jury waiver, and other important information. Please keep this Agreement for your records. The Current - Cross River Bank Deposit Account is offered by Cross River Bank, a New Jersey State Chartered Bank ("Bank") and member of the Federal Deposit Insurance Corporation ("FDIC"), and is distributed and serviced by Finco Services, Inc. d/b/a Current ("Current") on behalf of the Bank. "We," "us," and "our" means Bank and its successors and assigns, and "you" and "your" refer to you, the owner of the CRB Account.

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I. CURRENT CROSS RIVER DEPOSIT ACCOUNT DISCLOSURES

This Agreement is the contract that governs your online transaction demand deposit account ("CRB Account" or "Account") used to make payments and transfers to third parties online or through the use of a Current Visa® Debit Card ("Card") that may be issued with the CRB Account upon request. All banking services and money transfers associated with the Account are performed by Cross River Bank.

You may open a CRB Account by using the Current mobile banking application (the "Mobile App"). The CRB Account is not designed for business use, and we may close your CRB Account if we determine it is being used for business purposes. We may also refuse to process any transaction(s) that we believe may violate the terms of this Agreement.

This Agreement will be binding on your personal representative, executors, administrators, and successors and our successors and assigns. Use of the CRB Account is subject to all applicable rules and customs of any clearinghouse, payment card network, or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time.

THIS AGREEMENT IS SUBJECT TO A MANDATORY ARBITRATION AGREEMENT PURSUANT TO THE FEDERAL ARBITRATION ACT AND WAIVER OF CLASS ACTION AND JURY PROVISIONS.

A. General Terms

1. Who is Eligible for a CRB Account?

The CRB Account is available to: (i) citizens of the United States of America ("U.S."); (ii) legal U.S. residents; and (iii) non-resident lawfully-admitted aliens who, in all events, are a natural person at least 18 years of age or older (or who are the age of majority consent within their relevant jurisdiction), and have a valid U.S. address of residence and a valid Social Security number.

The Teen Account is available to citizens and permanent residents of the U.S. The Teen Account allows parents or legal guardians (each, a "Parent") to open a Teen Account and authorize only their minor teen child aged 13 to 17 to use the Account and associated Card (defined below). To sign up for the Teen Account, a Parent (who is at least 18 years of age (or the age of majority in your state) and has a valid Social Security number), must download the Current mobile app and read and agree to this Agreement and any applicable terms and conditions. Teens will then have to separately download the mobile app on their respective phone device after the Parent has signed up and authorized their use of the Teen Account and an associated Current Card. This section and this Agreement outline the responsibilities of you, the Parent.

2. Opening a CRB Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: to open a CRB Account, you must submit to us an application and all information that we may require. As part of that application, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask for your driver's license or other identifying information and/or documents. We reserve the right to prevent you from opening a CRB Account or otherwise restrict or close your CRB Account if we cannot verify your information, or if you do not provide it as requested.

By opening a CRB Account, you certify that all information you have provided as part of the CRB Account-opening process is true, correct, and complete and that you have the legal capacity to enter into this contract. You authorize us to verify or check any of the information given. You also acknowledge that we may use information from third parties to help us determine if you are eligible to open a CRB Account.

3. Important Information and Obligations

By applying for and opening a CRB Account, you agree to be bound by the terms and conditions of this Agreement and acknowledge and agree that additional agreements may govern your use of the Current platform and your relationship with us and/or Current, including but not limited to the Current Privacy Policy and the Current Terms of Service (collectively, the "Related Agreements"), each of which are considered part of this Agreement to the extent applicable.

4. Deposits to and from the CRB Account

By agreeing to the terms of this Agreement, you also agree that all funds in or deposited in the future to your linked account with Current on the Mobile App ("Current Account") will be automatically transferred to your CRB Account, including any recurring deposits such as wages or compensation from sources such as your employer, payroll provider or government payer. If applicable, you also authorize us to notify the source(s) of any of your transactions (*e.g.*, deposits and withdrawals) to update your new account number and bank routing number. Finally, you also agree that in the event you have insufficient funds to cover a transaction with your Current Account, you authorize us to transfer any available funds in or deposited in your CRB Account to your Current Account to cover such a transaction.

5. Account Titling and Ownership

The CRB Account may only be owned and titled in the name of one person who may deposit, transfer, or withdraw funds. The CRB Account cannot be owned or titled jointly, by an organization, as Payable on Death ("POD") or "In Trust For" ("ITF").

6. The CRB Account Is Only Available Electronically

The CRB Account is only available electronically. By opening a CRB Account, you have also agreed to receive all statements and disclosures electronically pursuant to the Current Electronic Communications Agreement which you previously agreed to and is available at https://current.com/electronic_communications_agreement/.

This means that (i) you must keep us supplied with your valid email address and telephone number and notify us of any changes to that information; and (ii) you must agree to accept electronic delivery of all CRB Account communications (such as end-of-year tax forms and monthly electronic statements).

If you do not have the systems needed or valid and accurate email address or mobile phone number to receive disclosures electronically, we cannot provide the CRB Account to you. If, for some reason, you cannot receive communications electronically in the future, you should close your CRB Account.

7. Death or Incapacitation

Your representative, appointed party, or designee agrees to notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from your CRB Account until we are: (a) notified of your death or adjudication of incompetency, and (b) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death, we may pay or process transactions on your CRB Account on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in the CRB Account. We may require additional documentation to confirm any claims made on the CRB Account.

II. USING THE CRB ACCOUNT

Our business days are Monday through Friday, excluding federal holidays (even if we are open). Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

A. Deposits to the CRB Account (Excluding Mobile Check Deposits)

You may be able to make deposits to your CRB Account using these methods:

Transaction Type	Frequency and/or Dollar Limits
Direct deposits or ACH Transfers initiated from an outside financial institution*	No limit to the number of times per day No maximum dollar limit
InComm Cash Loads**	$500.00 per load; $1,000.00 per day; $10,000 per calendar month
ACH Transfers using the Mobile App or Website	Up to $5,000.00 per day
External Account Funding Transactions including deposits using a third party or external debit card (no gift cards or credit cards) from an outside financial institution.	For security reasons, there are limits on the number and dollar amount (including minimums) of External Account Funding Transactions you may initiate.
***Direct deposits or credits from an outside financial institution:** The recipient's name on any such deposits we receive must match the name of the accountholder. Any such deposits received in a name other than the name registered to the Account will be returned to the originator. Other additional matching criteria for direct deposits or ACH transfers may be used at our discretion. ****Third party money transfer** services used to load funds to your Account may impose their own fees, per transaction, daily, weekly, or monthly limits on the frequency or amount of cash you may load to the Account.	
IMPORTANT: If your Account number changes, you must immediately notify your employer or any other payors. You must provide them with the new Account number to ensure that your direct deposit activity continues uninterrupted.	

***Direct deposits or credits from an outside financial institution:** The recipient's name on any such deposits we receive must match the name of the accountholder. Any such deposits received in a name other than the name registered to the CRB Account will be returned to the originator. Other additional matching criteria for direct deposits or ACH transfers may be used at our discretion.

****Third party money transfer** services used to load funds to your Account may impose their own fees, per transaction, daily, weekly, or monthly limits on the frequency or amount of cash you may load to the CRB Account.

We are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us.

- **Cash** - We do not accept deposits made in cash. If you mail a cash deposit, the cash will be sent back to the address we have for you on file.
- **Paper Checks** - Personal checks, cashier's checks, and money orders may not be deposited by mail. All checks and money orders sent to us for deposit will be returned, unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be deposited to the Account at our discretion.

- **Foreign Currency** - We do not accept deposits in foreign currency. Any deposit received in foreign currency, cash or check, will be sent back to the address we have for you on file.

B. Funds Availability

Please refer to the Section labeled *"Funds Availability Policy"* for additional information.

C. Preauthorized Transfers

Your CRB Account number and bank routing number can be used for preauthorized direct debits ("ACH Debits") from merchants, Internet service or other utility service providers ("Merchants"), and for the purpose of initiating direct deposits to your CRB Account. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association ("NACHA"), and you agree to comply with the NACHA rules. Detailed information regarding preauthorized transfers is available in Section II, labeled "*Electronic Fund Transfer Disclosure and Special Terms and Conditions.*"

IMPORTANT: If your CRB Account number changes you must immediately notify merchants. You must provide them with the new CRB Account number to ensure that the ACH Debit activity continues uninterrupted.

D. Problems That Could Occur with Deposits

Overpayments and Reversals. If funds are deposited or transferred into your CRB Account by mistake, or funds to which you are not entitled are otherwise transferred into your CRB Account, we may correct the situation by deducting the amount of the deposit from your CRB Account without prior notice to you. If there are not enough funds in your CRB Account at that time, your CRB Account could become overdrawn. See the "*Right to Set Off"* and *"No Overdrafts"* for more information about your rights and responsibilities when your CRB Account has a negative balance, and the "*Fee-Free Overdraft"* section below for more information about what could occur if your CRB Account has a negative balance, for customers who are participating in the Current Fee-Free Overdraft program.

If you make a deposit and (a) the sending bank returns it to us unpaid; (b) the sending bank demands that we repay them because the deposit was unauthorized; or (c) the sending bank or the originator of a transfer demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and subtract the funds from your balance. If we have reason to believe that any of the events in the previous sentence has occurred or may occur or that the item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a bank-managed administrative account until we determine who is entitled to them. If you make a deposit, we may provide a confirmation of your deposit, but the amount on your deposit confirmation may not reflect the amount of funds we actually receive. We may confirm the funds you deposit and, after review, may

adjust your CRB Account for any errors including any errors on your deposit request or similar records. If we give you a confirmation for a deposit that you then cancel, the confirmation is void and you may not claim those funds.

We may refuse a deposit, or part of a deposit, at any time. We also may refuse a deposit after initially accepting it. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made.

We have the right to forward all deposited items to correspondents including all Federal Reserve Banks, and we will not be liable for default or neglect of any correspondents for loss in transit, and no correspondent will be liable except for its own negligence. You specifically authorize us or our correspondents including the Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

We are permitted to adjust (debit or credit) your CRB Account, with or without notice, if we: (i) determine a discrepancy exists between the declared and the actual amount of funds in your account, or (ii) misdirected a transaction to or from your CRB Account or made a transaction that we reasonably believe to be in error.

E. Right to Set Off

If your CRB Account balance becomes negative, any incoming deposit or credit to your CRB Account will be applied to that negative balance. At any time, we can use the funds in any of your accounts to repay the amount owed on the negative balance in your CRB Account. This means, we have the right to set-off any liability, direct or contingent, past, present, or future that you owe against any account you have with us. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to us, now or in the future. We will notify you if we have exercised our right to set off.

F. Withdrawals

You may withdraw or transfer all or any part of the available balance in your CRB Account at any time, subject to any other limitations in this Agreement.

By initiating a withdrawal from your CRB Account, using your Card, using an external debit card, or otherwise initiating a transfer of funds from your Account, you authorize us to make the transaction you or an Authorized User selects. We may subtract from your Account balance the amount of any transaction that you, or any Authorized User, or person you or an Authorized User authorized, initiated or approved. We may require you

or any Authorized User to provide us with identification, documentation or information that is acceptable to us before allowing the transaction.

We may refuse any withdrawal or transfer request by any method on forms not approved by us, or that we do not specifically permit for your Account, or that does not include all information we require, or that would exceed the transaction limitations set forth in this Agreement. Even if we honor a nonconforming request, we are not required to do so later. We are not required to comply with any multiple-signature requirement, even if you have otherwise instructed us to do so.

For security reasons, there are limits on the number and dollar amount of withdrawal or transfer requests you may initiate.

G. Rules of ACH Transfers

This Agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers, as adopted in the state in which you have your CRB Account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules, such as the NACHA Rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit your CRB Account, we are not required to give you any notice of the payment order or credit.

H. Processing Order

The following Processing Order dictates the order in which we will process your transactions on your CRB Account each business day. All credit transactions are processed first. Debits or withdrawals (such as ACH transactions) will be processed in the order in which they are received by us. The processing order of these items is important because if there is not enough money in your CRB Account to pay for the items in the order they are processed in accordance with the processing order, we may decline the transaction, or it may cause an overdraft on your CRB Account.

I. No Overdrafts

Except where eligible Current Accountholders have opted into the Current Fee-Free Overdraft Program (refer to the "*Fee-Free Overdraft*" section of this Agreement for more

information on this program), you are not permitted to overdraw your CRB Account. If the available balance in your CRB Account is not sufficient to cover any payment or withdrawal you have authorized, we can refuse to process the payment or withdrawal. If we do permit the transaction, you remain liable to us for the full amount of the transaction. If your CRB Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your CRB Account has a negative balance for sixty-one (61) calendar days or more, your CRB Account may be closed.

J. Legal Processes Affecting Accounts

If legal action, such as a garnishment, levy, or other state of federal legal process ("Legal Process"), is brought against your CRB Account, we may refuse to permit (or may limit) withdrawals or transfers from your CRB Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such Legal Process, we have first claim to any and all funds in your CRB Account. We will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as we determine to be appropriate under the circumstances without liability to you, even if any funds we may be required to pay out leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges, or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to any Legal Process on your CRB Account. We may charge these expenses to your CRB Account. Until we receive the appropriate court documents, we may continue to process transactions against your CRB Account, even if we have received an unofficial notification of an adverse claim. You will indemnify us for any losses if we do this.

K. Closing and Restricting Your Account

We may close your CRB Account at any time, for any reason or no reason, with or without prior notice to you. If we detect activity which is believed to be unusual, unauthorized, or unlawful, we can restrict access to or close your CRB Account(s) at our sole discretion. We may require you and/or other parties to produce information, documentation, or other materials to support a review of your account activity. Funds on deposit in any account with us may be held at our discretion until the nature and purpose of activity is properly verified.

You may request to close your CRB Account at any time by chatting with us in the Mobile App, emailing us at support@current.com, or calling us at 888-851-1172. However, we are not required to close your CRB Account at your request if you have pending transactions, your CRB Account is overdrawn, your CRB Account is subject to Legal Process, or—in the case of Build Cardholders only—if you have yet to fully pay your obligations under the Build Credit Card Agreement. In such cases, we will restrict your CRB Account against all future withdrawals other than those pursuant to Legal Process until pending transactions are paid or returned, the balance is no longer negative, and any

legal restriction has been released. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

We may restrict your CRB Account in preparation for closing. In addition, in the case of Build Cardholders only, we may restrict your Build Card account in preparation for closing your CRB Account. As we do so, we may limit deposits to, or withdrawals from, your CRB Account. We may send you a written notice that we have closed or will close your CRB Account and return the balance less any fees, claims, setoffs or other amounts. This Agreement will survive the closing of your CRB Account and you are still responsible for obligations incurred prior to or in connection with the closing of your CRB Account. After your CRB Account is closed, we have no obligation to accept deposits or pay any outstanding transfer requests, but we may reopen your CRB Account if we receive a deposit. We will have no liability for any action we take under this section.

If your CRB Account is canceled, closed, or terminated for any reason, you may request that your unused balance be returned to you via check sent to the mailing address we have in our records. Check processing fees may apply. For security purposes, you may be required to supply identification and address verification documentation prior to the issuance of a refund check. Allow up to fourteen (14) days for the refund check to be processed, plus additional time for the check to be mailed to you.

In the event the program is canceled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining CRB Account balance, will be in the notice.

A fee of up to $10.00 may apply if your CRB Account is canceled, closed, or terminated for any reason.

L. Account Inactivity, Dormancy and Escheatment

CRB Accounts that have no financial transaction activity for a period of twelve (12) consecutive months are considered inactive and are subject to a $5.00 inactivity fee, per month, for each subsequent month of continued inactivity. Further, a CRB Account that is inactive for a period of time may be considered dormant under state law and become subject to escheatment. Each state has varying laws as to when an account is subject to escheatment, and we may be required to send the balance in your CRB Account to the state of your last known address. You will then need to apply to the state for return of your funds. We will make all reasonable efforts to contact you before transferring the remaining balance of your CRB Account to the applicable state. In the event we are required to escheat your account, we may charge up to a $20.00 escheatment fee which will be deducted from your CRB Account at or around the time your CRB Account becomes eligible for escheatment.

M. Statements

Electronic statements are available to view and print in the Mobile App. Carefully review your statements each month and notify us of any errors within sixty (60) days of your statement becoming available. Please see the section labeled "*Information About Your Right to Dispute*" for more information about your right to dispute any errors that appear on your statement. Statements for each month will be made available to you on the first day of the following month. You also have a right to obtain a sixty (60) day history of your CRB Account transactions by calling us at 1-888-851-1172, sending us an email at support@current.com, or by writing to us at Finco Services, Inc. 393 Canal Street #180, New York, NY 10013. You will not automatically receive paper statements.

III. USING THE CURRENT VISA® DEBIT CARD

You may receive a Card with your CRB Account upon request. If you receive a Card, you acknowledge and agree that the funds accessible through use of the Card are limited to the available funds of your CRB Account. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of the Card. The Card is the property of the Issuer and must be surrendered upon demand. The Card is non-transferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

A. Activate the Card

You must activate the Card before it can be used. You may activate it by calling 1-866-589-3051 or through the Mobile App. You will need to provide personal information in order for us to verify your identity.

B. Personal Identification Number

You will not receive a Personal Identification Number ("PIN") with your Card. However, you will be prompted to select a PIN when you activate it. See the activation instructions in the "*Activate The Card*" section. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the section labeled "*Your Liability for Unauthorized Transfers*."

C. Authorized Card or Account Users

You are responsible for all authorized transactions initiated and fees incurred by use of the Card or CRB Account. If you permit another person to have access to your Card, Card number(s), CRB Account number(s), multi-factor authentication code or PIN, we will treat this as if you have authorized such use, and you will be liable for all transactions and fees incurred by those persons (each an "Authorized User"). You are wholly responsible for the use of your CRB Account according to the terms and conditions of this Agreement**. The Bank and Current will NEVER ask you for your multi-factor authentication or PIN, nor should you ever provide this information to anyone who is not authorized to use your Card or CRB Account.**

For Teen Accounts, you (Parent) will designate your minor child as an Authorized User for the CRB Account and associated Card. By doing so, you designate the Authorized User to conduct transactions on your behalf. We may require you to submit certain information about each person you request to make an Authorized User. We may refuse your request to add an Authorized User to your CRB Account for any reason, or limit the amount of Authorized Users you may have on your CRB Account. You understand and agree that

an Authorized User will have access to certain information about your CRB Account and will be permitted to make transactions using your CRB Account and any associated Card. You are responsible for all activity conducted on the Card or CRB Account by an Authorized User, and all actions, omissions, and transactions Authorized Users make will be treated as if you had made it yourself. In addition, you will be responsible for all transactions and activity conducted on your CRB Account or any associated Card by any person that you or any Authorized User gives access or permission to use your CRB Account or Card, even if they exceed that authority, or you did not want, or agree to that use. You are solely responsible for monitoring an Authorized User's use of the CRB Account and Card, and ensuring that the Authorized User does not use the Account or Card in violation of this Agreement, applicable law, or any authority you grant to them. We may also limit the ability of an Authorized User to use the CRB Account or a Card. You do not give up any rights to act on the CRB Account, and the Authorized User may not in any manner affect the rights of the owner or beneficiaries, if any, other than by using the Card and making transactions on the CRB Account. We undertake no obligation to monitor transactions to determine that they are on your behalf. Each Authorized User's authority may be automatically terminated by the death of any owner of the CRB Account. However, we may continue to honor the transactions of the Authorized User until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge.

If you want to remove an Authorized User from your CRB Account, you must contact us and request their removal. You also must immediately destroy all Cards in their possession, change or destroy any other access credentials they may use to access your CRB Account, and cancel any arrangements, such as automatic or scheduled transactions, they may have set up on your CRB Account. The Authorized User will be able to use your CRB Account until we receive the request to remove the Authorized User from your CRB Account and we have acted on your notice. During this time, you will still be responsible for all transactions the Authorized User makes using your CRB Account. You will be responsible even if these transactions do not appear on or post to your CRB Account until after you remove the Authorized User from the CRB Account. We reserve the right to remove any Authorized User from your CRB Account for any reason. When you or we remove an Authorized User for any reason, we may revoke the Authorized User's Card, issue you a new Card with a different number, close your CRB Account, and/or require you to change other access credentials.

D. Secondary Cardholder

Except for Cards that may be issued to Authorized Users of Teen Accounts, you may not request an additional Card for another person.

E. Your Representations and Warranties

By activating the Card or by retaining, using, or authorizing the use of the Card that may be provided with the CRB Account upon request, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the U.S. or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the CRB Account is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card. By opening a Teen Account, you represent and warrant to us that you are only opening a Teen Account on behalf of your minor child aged 13 to 17.

F. Cash Access and Transaction Limitations

With your PIN, you may use the Card to obtain cash from your CRB Account at any Automated Teller Machine ("ATM") or any Point-of-Sale ("POS") device, as permissible by a merchant, that bears the Plus®, Allpoint®, and Maestro® Acceptance Mark(s). All ATM transactions are treated as cash withdrawal transactions. You may use the Card at an ATM and withdraw funds at a participating bank (Over The Counter "OTC" withdrawals). **ATM and OTC cash withdrawals, funds withdrawn at a POS, and purchases are all subject to the $2,000.00 maximum amount that can be spent on the Card per day.** Your limits will not change if a card is reissued. You can contact us by emailing support@current.com or chatting with us in the Mobile App if you have any questions on your limits. These are the itemized cash access and spending limits for your CRB Account:

Transaction Type	Frequency and/or Dollar Limits*
ATM Withdrawal	No limit to the number of times per day Up to $500.00 per day*
Cash Back at POS	No limit to the number of times per day Up to $500.00 per day*
Over the Counter "OTC" Withdrawals	No limit to the number of times per day Up to $500.00 per day*
Card Purchases (Signature and PIN)**	No limit to the number of times per day Up to $2,000.00 per day*
*ATM owner-operators, merchants and participating banks may impose their own lower limits on cash withdrawals **At our discretion, we may allow transactions that exceed your limit.	

You may use the Card to purchase or lease goods or services everywhere Visa debit, Interlink or Maestro Cards are accepted as long as you do not exceed the available balance of your CRB Account. Some merchants do not allow customers to conduct split transactions where the Card is used as partial payment for goods and services and the remainder of the balance is paid with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge

only the exact amount of funds available in the CRB Account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping the Card, the Card is likely to be declined.

If you use the Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to $75.00 or more. If the Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A pre authorization will place a "hold" on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the pre authorized amount on hold will be removed. It may take up to ten (10) days for the hold to be removed. During the hold period, you will not have access to the pre-authorized amount.

All transactions relating to car rentals may result in a hold for that amount of funds for up to thirty-one (31) days.

All transactions relating to hotels may result in a hold for that amount of funds for up to thirty-one (31) days.

If you use the 16-digit Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, there are additional limits on the amount, type or number of transactions you can make with the Card, and the types of Merchants and terminals at which you can use the Card or CRB Account. To protect the security of your CRB Account and our systems, we may not disclose these limits or when these limits change, unless required by applicable law. The Card cannot be redeemed for cash.

Each time you use the Card, you authorize us to reduce the value available in the CRB Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the CRB Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in the CRB Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees. For additional information about negative balances on your CRB Account, please see the sections titled "*No Overdrafts*" and *"Right to Set Off*."

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card. If you authorize a transaction and then fail to make a

purchase of that item as planned, the approval may result in a hold for that amount of funds for up to sixty (60) days.

Please see the section titled *Deposits to the Account (Excluding Mobile Check Deposits)* for transaction limitations on deposits to your CRB Account.

G. Non-Visa Debit Transactions

New procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions have been processed as a Visa debit transaction unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit, Interlink, or Maestro transaction.

Merchants are responsible for and must provide you with a clear way of choosing how to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the Interlink or Maestro network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on Interlink or Maestro network. Please refer to the section labeled "*Your Liability for Unauthorized Transfers*" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at a point-of-sale, swipe the Card through the POS terminal, sign the receipt, or provide your 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your 16-digit Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

H. Transactions Made in Foreign Currencies

If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the available balance of your CRB Account will be converted by Visa into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, we may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for our services. Transactions made outside the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

I. Receipts

You should get a receipt at the time you make a transaction using the Card. You agree to retain, verify, and reconcile your transactions and receipts.

J. Card Replacement

If you need to replace the Card for any reason, except at Card expiration or reissuance following a dispute claim of unauthorized activity on your CRB Account, you can do so under the Card Settings section of the Mobile App. Additionally, you can call 1-888-851-1172 or chat with us in the Mobile App to request a replacement Card. A card reorder fee of $5.00 applies for each card replacement. If you request an expedited order, an expedited card reorder fee of $30.00 applies for each order. If you do not have an available balance to cover this fee in your CRB Account, you authorize us to bill your external linked account for the amount of the associated fee. You will be required to provide personal information which may include your Current Account number, 16-digit Card number, full name, transaction history, and copies of acceptable documentation. If we mail you a replacement Card for any reason, any Card that was previously connected with your CRB Account will be canceled upon your activation of your replacement Card.

K. Card Expiration

The Card will expire no sooner than the date printed on the front of it. You will not be able to use the Card after the expiration date; however, a replacement Card will automatically be mailed to you prior to the expiration of the soon-to-expire Card. If you need a Card replacement for any reason other than the Card's expiration, you may request one at any time by following the procedures in the section labeled "*Card Replacement*."

IV. ELECTRONIC BANKING SERVICES

A. Current Pay Transfers

1. General Provisions

With your CRB Account, you will have access to the Current Pay Person to Person Transfer Service (“Current Pay”) via the Mobile App. This service allows you to instruct the Bank to send money to other Current members as well as receive money from other Current members (“Current Pay Transfers” or “Pay Transfers”). You may send money to another Current member (or request money from another Current member) by inputting the intended recipient's Nickname (the “Nickname”) or by scanning their QR code using your mobile device’s camera and the Pay Transfer dollar amount you would like to send (or request). Pay Transfers will be applied to the Account associated with the Nickname entered by the sender. Approved Pay Transfers are automatically debited from the sender's CRB Account and deposited to the recipient's account within seconds.

Please note: The intended recipient must have an active Current Account in order to receive a Pay Transfer(s). If the recipient does not have an active Current Account, you will not be able to initiate a Pay Transfer to that individual.

2. Using the Current Pay Transfer Service

To send or request a Pay Transfer(s), login to the Mobile App or Website, select the Current Pay “Pay or Request” feature and enter the intended recipient’s Nickname or scan their QR code using your mobile device’s camera.

You must make sure the recipient's Nickname is entered accurately to ensure the Pay Transfer is sent to the correct recipient. The obligation to pay the Pay Transfer will not be excused by an error in the information entered.

3. Nickname

By using the Current Pay Transfer service, you are representing that you are the owner of the mobile phone number or email address listed on your Account. If you choose to associate a Nickname with your Account to facilitate Pay Transfers, you consent to have the first and last name registered on your Account associated with the Nickname. By doing so, your first and last name may be visible to other Current members who search for you by Nickname. This will assist the sending Current member in verifying that you are the correct intended recipient of the Pay Transfer.

Please note: The Nickname entered during the Pay Transfer will display in your transaction history and on your statement for your reference. Additionally, if a Nickname was used to facilitate the Pay Transfer, the first name and last initial of the receiving Current member will display in your transaction history after the Pay Transfer has been

processed. An optional reference field is also available to add a personalized message to the recipient. These messages will be visible in your online transaction history but will not be included on your monthly statement.

There are no fees associated with the use of the Current Pay Transfer Service.

4. Mobile Carrier Information

By registering a mobile phone number on your CRB Account, you are certifying that you are the owner of the mobile phone account or have the account owner's permission to register the mobile phone number. Your account may be closed if you attempt to access Current's services using any prohibited device.

Message and data rates may apply to the use of the mobile device when using the Current Pay Transfer service via the Mobile App.

5. Current Pay Transfer Limits

Current Pay Transfers may be initiated at any time as long as the transfer request does not exceed the available balance in your CRB Account. Current may refuse to process any transaction that exceeds any of the limits described below. If your Current Pay Transfer is denied because your CRB Account balance is not sufficient, you are responsible for making alternate payment arrangements with the intended recipient. These are the limits associated with Current Pay Transfer(s):

Transaction Type	Frequency and/or Dollar Limits*
Current Pay Transfer(s)	Send up to a maximum of $2,500.00 per rolling 24-hour period* Receive up to a maximum of $2,500.00 per rolling 24-hour period*
*All Current Pay Transfer limits are subject to reductions to protect the security of member accounts and/or the Current Pay Transfer Service. Certain members may be eligible for higher transfer limits based on Account history at our discretion. We may change these limits with notice to you.	

6. Canceling Current Pay Transfers

Prior to sending a Current Pay Transfer, the sender will be prompted to confirm the transaction. Once the Current Pay Transfer is sent, it cannot be canceled or recovered. It is the sender's responsibility to ensure the information is accurate prior to confirming the Current Pay Transfer request.

If you believe your CRB Account has been compromised or that a Current Pay Transfer from your CRB Account was completed without your permission, please contact 1-888-851-1172 immediately.

Please see Section II "*ELECTRONIC FUND TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS*" below, where your liability for unauthorized transfers from the Account is explained.

In case of questions related to Current Pay, please chat with us in the Mobile App or call us at 1-888-851-1172.

B. Savings Pod Terms

The terms of this section ("Savings Pod Terms") addresses the use of the Savings Pods. You can opt into this feature by creating a Savings Pod within the Mobile App. Savings Pods are not considered savings accounts and are not interest bearing. No interest will be paid by the Bank. There is no initial balance required to create a Savings Pod and no maximum balance. All transfers to and from the Savings Pod must be done through your Account. You can deposit any amount you wish when creating a Savings Pod, using available funds from your Account. There are no limits as to the frequency or dollar amount of transfers between your Account and the Savings Pod(s) minimum. Maximum withdrawal limits may apply to the Savings Pod as they otherwise would to your regular Account. See the section labeled "*Cash Access and Transaction Limitations*", above, for additional information regarding limits.

Current Accountholders: With your CRB Account, you will have the ability to set aside available funds in your CRB Account into up to three (3) Savings Pods within the Mobile App.

Teen Accountholders: You (the Parent) will have three (3) Pods created for each teen added to your Current Account: a spending pod, a saving pod, and a giving pod.

7. Eligibility

All CRB Account holders with an Account in good standing are eligible for the Savings Pods feature. Opening a Savings Pod does not require a check of your credit score. There is no minimum balance required to open a Savings Pod.

8. Adding Funds

To add funds to a Savings Pod, you can move money directly from your CRB Account, up to the available balance of your CRB Account.

9. Round-Ups

CRB Accountholders can opt into a round-up feature, where Card purchases are rounded up to the next dollar on each Card swipe purchase and the difference is then transferred into the pod when the transaction settles. A Card purchase is defined as a settled transaction using your Card or Card number. Card purchases do not include ATM or OTC cash withdrawals, ACH transfers, or Current Pay transfers. Users can opt-into this feature

in the mobile app by navigating to a Pod and turning on the “round up debit card purchases” button. Users can also opt-out of this feature in the Mobile App. You can only use the round-up feature on one pod at a time, and can select or change the pod you wish to use at any time in the Mobile App by navigating to the desired pod for the feature.

In the event of a cancellation, return, or dispute of a debit card purchase following transaction settlement and round-up activation, the round-up amount will not be reversed and will remain in the respective savings pod.

10. Available Account Balance

Placing funds into your Savings Pod(s) will set aside that money from your available CRB Account balance. If you are attempting to debit an amount from your CRB Account and do not have enough funds for the transaction, we will not release funds from your Savings Pod back to your Account available balance to complete the transaction. In this case, your transaction will be declined, and you will need to deposit or move funds into your CRB Account to re-attempt the transaction.

11. Account Closure

If you elect to close your CRB Account, your balance from all of your active Savings Pods, together with the remainder of your available balance in your CRB Account at the time of CRB Account closure, will be returned to you as set forth in the section labeled “*Closing your Account and Restricting Account Access*.”

12. Cancellation of Savings Pods

You may cancel your use of Savings Pods at any time. To do so, please close the desired Saving Pod(s) within the Mobile App or contact us through the chat feature in the Mobile App or call us at 1-888-851-1172. We may terminate these Savings Pod Terms or suspend or terminate your use of Savings Pods for any reason with or without notice to you. For example, this can happen if we find out you are using Savings Pods in a way that violates these Savings Pod Terms this Agreement, or our Terms of Service. We will inform you of our decision via in-app notification, phone, or email, and you can always talk to our support team if you have questions. You agree that we will not be liable to you or any third-party for any costs, fees, or losses associated with the termination of your access to Savings Pods.

C. Fee-Free Overdraft Program

Fee-Free Overdraft is an optional service that enables you to make transactions with your Card associated with your Current Account (“Eligible Transactions”) for which you do not have sufficient available balance, and overdraw your Current Account. Eligible Transactions do not include ATM or other cash withdrawal transactions, peer to peer payments, cash equivalents, bill payments, ACH payments, Current Pay transfers, or any other similar types of transfers or transactions, all as determined in our sole discretion.

Additionally, enrolling in Fee-Free Overdraft does not require a check of your credit score, and use of Fee-Free Overdraft will not affect your credit score.

1. Qualifications

In order to qualify and enroll in the Fee-Free Overdraft feature, you must:

- Be 18 years of age or older;
- Maintain a Current Account in good standing;
- Receive one Eligible Payroll Deposit of at least $200.00 or more into your Current Account over the preceding 35-day period. “Eligible Payroll Deposits” means recurring deposits of your wages or compensation from sources such as your employer, payroll provider or government payer, including where you are acting as an independent contractor, of an amount and frequency determined by Current in its sole discretion. Certain deposits do not qualify as Eligible Payroll Deposits for Fee-Free Overdraft, including non-direct deposit ACH transfers, inter- or intra-bank peer-to-peer transfers, transfers made to debit cards from digital wallets or P2P services (PayPal, Venmo, Cash App, Zelle, Google Pay, Facebook Pay, or other similar services), mobile check deposits, and cash deposits; and
- Continue use of the Mobile App to access your Current Account information.

We may add to or adjust these requirements at our discretion. We may suspend or terminate your use of Fee-Free Overdraft if you fail to fulfill any of these qualification requirements before, during, or after enrollment. We may also terminate your access to Fee-Free Overdraft if you are in violation of any of the terms of the Related Agreements. Any termination of suspension of your access to Fee-Free Overdraft may continue until you cure the disqualification or violation, or we may terminate your access indefinitely. If your enrollment is terminated, we will not approve any further Eligible Transactions until you meet the qualifications and re-enroll in Fee-Free Overdraft.

2. Your Fee-Free Overdraft Limit

Your ability to overdraw your Current Account and have a negative balance is restricted to the amount for which you qualify (the “Limit”), which is determined by us in our sole discretion (see *Qualifications* above). Your Limit may be adjusted from time to time at our sole discretion. Any changes to your Limit by us will be communicated to you by email or within the Mobile App (“Notifications”). You can find your current Limit at any time by logging into the Website or Mobile App. Any attempt to conduct a transaction that would otherwise qualify as an Eligible Transaction will be restricted to the amount of your Limit that is available.

If you do not want to access your available Limit in full, you may decrease your Limit voluntarily (your “Selected Limit”) via the Website or Mobile App.

3. Using Fee-Free Overdraft

If you use Fee-Free Overdraft, your Current Account balance will remain negative until the balance is brought to a positive or $0 balance through a deposit. By agreeing to these

Fee-Free Overdraft Terms, you authorize us to apply any deposit to your Account to cure any negative balance. Each time you conduct an Eligible Transaction, you will receive Notification that we approved the transaction, including the amount of the Eligible Transaction and the updated Limit you have remaining. We do not charge any additional interest or fees for using Fee-Free Overdraft.

If a negative balance is not repaid within 60 days of the first Eligible Transaction that caused the negative balance, we may restrict or close your Account, and terminate your access to the Fee-Free Overdraft feature. If your negative balance remains for 60 days, your Account and any associated products may be closed permanently.

4. Our Rights to Repayment

You represent and warrant that you authorize us to claim funds due to us (to cure any negative balance) under these Terms. If we are unable to cure the negative balance from your Account, you may be prohibited from obtaining another product from us. We will not place the amount advanced as a debt with or sell it to a third party or report any failure to repay to a consumer reporting agency if the advance is not repaid on the scheduled date. However, we may engage in debt collection activities.

For avoidance of doubt, failure to repay a negative balance will not affect your credit. Neither Bank nor Current will furnish information about you to credit reporting agencies. However, we will use additional legal options available to us in order to collect the money you owe us.

5. Cancellation of Fee-Free Overdraft

You may cancel your use of Fee-Free Overdraft at any time. To do so, please contact us through the chat feature in the Mobile App or call us at 1-888-851-1172. If you cancel your use of Fee-Free Overdraft, we may not approve Eligible Transactions that would cause you to overdraw your Current Account, but we may continue to exercise our rights to cure any negative balance. If you continue to meet the eligibility criteria, you may re-enroll at any time.

We may terminate these Terms or suspend or terminate your use of Fee-Free Overdraft if you fail to maintain your Current Account in good standing or for any reason at any time upon notice required by applicable law. This may happen if we find out you are violating these Terms or the terms of any Related Agreement. You agree that the Bank and Current are not liable to you or any third party for any costs, fees, or losses associated with the termination of your access to Fee-Free Overdraft, including but not limited to, inability to complete a purchase, insufficient funds fees, late fees, legal fees, third party charges, or any other charge.

6. Disclaimer of Warranties

YOUR USE OF FEE-FREE OVERDRAFT IS SOLELY AT YOUR OWN RISK. FEE-FREE OVERDRAFT IS PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. BANK, CURRENT, AND EACH OF THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES (AND THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES) DO NOT WARRANT THAT FEE-FREE OVERDRAFT WILL BE AVAILABLE OR MEET THE REQUIREMENTS OF THESE TERMS AT ANY PARTICULAR TIME OR LOCATION, OR THAT FEE-FREE OVERDRAFT AND THE WEBSITE OR MOBILE APP ARE SECURE OR FREE FROM ANY DEFECTS, ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

7. Indemnification and Limitation of Liability

You agree to hold harmless and indemnify Bank and Current (and their subsidiaries, affiliates, officers, agents, and employees) from and against any claim, suit, or action arising from or in any way related to your use of Fee-Free Overdraft, or your violation of these Terms, including any liability or expense arising from all claims, losses, damages, suits, judgments, litigation costs, and attorneys' fees, of every kind and nature. You further indemnify and hold Bank and Current harmless from any claims by any other stakeholder to the funds held in your CRB Account that we may need to cure any negative balance. WE WILL NOT BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE FEE-FREE OVERDRAFT FEATURE FOR ANY FINANCIAL OR DATA LOSS, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

8. General Provisions

These Fee-Free Overdraft Terms represent the entire agreement among you, Bank, and Current with respect to Fee-Free Overdraft. They supersede any other communications you have with us regarding Fee-Free Overdraft. If any part of these Fee-Free Overdraft Terms is found to be unenforceable or invalid, only that part will be removed or limited as needed, and the rest of these Fee-Free Overdraft Terms remain enforceable. All provisions of these Fee-Free Overdraft Terms which by their nature shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability. We do not waive our rights by delaying or failing to exercise them at any time.

D. Mobile Deposit Capture

With your CRB Account, you will have access to the Mobile Deposit feature. You may load a check made out to you as the payee into your CRB Account by accessing the Mobile App and selecting the “Add & Move Money Feature,” followed by the “Check Deposit” option as your source. The load process will require you to submit an image of the front and back of the check, including writing “For Mobile Deposit Only” on the back of the check. There are no fees for depositing a check through the Mobile Deposit feature. You agree to keep the checks that you deposit through the in a secure location for six months, and permanently destroy each check immediately thereafter, to ensure they are not separately deposited to us or any other financial institution.

These are the limits associated with Mobile Deposits:

Transaction Type	Frequency and/or Dollar Limits
Mobile Check Deposits	Up to $2,000.00 per item, maximum of $2,000.00 per day.

V. PROVISIONS APPLICABLE TO CURRENT BUILD CARDHOLDERS

The provisions in this Section are applicable to only CRB Accountholders who also hold a Current Build Visa® Credit Card (the "Build Card"). Unless otherwise expressly indicated, terms not otherwise defined in this Section will have meaning ascribed to them in the Current Build Credit Card Agreement, which contains the complete terms applicable to your Build Card.

A. General Rules

By agreeing to the terms of this Agreement and to open a Build Card, you have also authorized Bank to open a Secured Current Build Deposit Account (the "Secured Account") in your name. You have also agreed that all funds in or deposited in the future into your Current Account will be automatically transferred through your CRB Account into your Secured Account. In addition, you also agree that in the event you have insufficient funds to cover a transaction with your Current Account, you authorize us to transfer any available funds in or deposited in your Secured Account through your CRB Account to your linked Current Account to cover such a transaction.

B. Secured Nature of the Secured Account for Build Cardholders

By agreeing to the terms of the Current Build Credit Card Agreement and by opening a Build Card account, you are also providing funds from accounts in your name to serve as security for all of your obligations arising under the Current Build Credit Card Agreement–including for your Build Card account–and this Agreement, and you agree that this Agreement, including the security interest provisions, forms a binding contract between you and the Bank regarding the handling of your Secured Account. This Agreement applies to each deposit account you maintain at the Bank, as well as all substitutions and replacements thereof, that has been assigned or pledged by you as security for the Secured Account.

C. Events of Default

We may consider you in default under this Agreement if any of the following occurs (a "Default"): (i) you fail to pay us all amounts you owe on your Build Card Account on or before a Payment Due Date, including without limitation, the Total Due and any other charges and fees described in this Agreement, (ii) you fail to meet the conditions, to perform any obligation, or to make any required payment under the Credit Card Agreement, this Agreement, or any other agreement that you make with us relating to the CRB Account and/or the Secured Account, (iii) we determine that you have given us false or misleading information or misrepresentations; (iv) you die; (v) any government authority takes action that we believe adversely affects your financial condition or ability to repay the Debt; (vi) we determine that such is necessary for compliance reasons, or (vii) you file a bankruptcy petition, a bankruptcy petition is filed against you, or you make a general assignment for the benefit of creditors. If you Default, we and/or the Bank may take certain actions with respect to your Build Card account, including but not limited to, declaring all of the Debt immediately due and payable.

We may take such actions without notifying you, unless the law says we must give you notice. In addition, the Bank may also exercise all the rights of an owner of the Secured Account (see above). For the avoidance of doubt, a default under the Build Card account also constitutes a Default with respect to the Secured Account.

D. The Bank's Rights Upon Your Default

Upon any Default, Bank may (i) apply Funds in the Secured Account to any negative balance in connection with either such account and to any other amount owed under this Agreement, (ii) restrict the Secured Account, and (iii) close the Secured Account. The Bank's rights stated in this Agreement are in addition to any others it has under the law. You represent that no insolvency proceeding or general assignment for creditors is pending that would affect the Bank's security interest. If Bank waives or delays exercising a right, it does not forfeit that right or any others. The Bank can exercise its rights against the Secured Account or the Funds even if you are no longer liable because of a statute of limitations or because of other reasons. Until you have no further obligations under this Agreement, you will subordinate in favor of the Bank any right of subrogation and any right to enforce a remedy the Bank now has or may later have.

E. Disclosure of Information to Third Parties

In addition to our disclosure rights set forth elsewhere in this Agreement, you also agree that we may release information in our records regarding you and your Secured Account: (a) to share your credit performance with credit reporting agencies and other creditors who we reasonably believe are or may be doing business with you with respect to your Secured Account; (b) to provide information on your Secured Account to any third party who we believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act; (c) to communicate information as to our transactions or experiences with you to persons or entities related by common ownership or affiliated by the corporate control or with any third party (including non-affiliates); or (d) as otherwise permitted by Current's Privacy Policy.

VI. ELECTRONIC FUND TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS

A. Electronic Fund Transfers: Your Rights and Responsibilities

This disclosure contains important information about your use of electronic fund transfer ("EFT") services provided by Bank in relation to your CRB Account provided by Bank and serviced by Current. Whenever you accept or authorize EFTs to your CRB Account, you agree to these terms and conditions, in addition to any other applicable limitations in this Agreement concerning deposits to and transfers from your CRB Account. Please read this document carefully and retain it for future reference.

The following terms are used to describe EFT services. "Automated credits" or "direct deposits" are deposits made to your CRB Account by electronic means. "Automated debits" and "automated payments" indicate payments authorized by you to be made from your CRB Account by electronic means. "Online Transfers" are the movement of funds between your CRB Account by use of the Mobile App or the Website.

Other relevant terms and conditions described elsewhere in the Agreement also apply as long as they are consistent with Regulation E or Section II of this Agreement.

CONTACT INFORMATION FOR EFTs

Phone: 1-888-851-1172

Email: support@current.com

Website: www.current.com

Mailing Address: Finco Services, Inc., 393 Canal Street, #180, New York, NY 10013

B. Types of Available EFTs

We provide a variety of EFT services for the CRB Account. These include payments, deposits, and transfers that you make or receive by electronic services, such as with your Card, telephone, or on the Mobile App:

- You may make deposits to your CRB Account.
- You may arrange with another party, such as your employer or a government agency, to electronically deposit funds on a one-time or recurring basis directly to your CRB Account.
- Using your CRB Account number and bank routing number, you may authorize another party, such as a merchant, to make a one-time or recurring direct debits ("ACH Debit(s)") for merchants, Internet service or other utility service providers ("Merchants"), and for the purpose of initiated and receiving direct deposits ("ACH Credits") to or from your CRB Account, subject to the established limitations on withdrawals and transfers.

- You may also direct that funds be transferred from your CRB Account to other external accounts you own using the transfer option in the Mobile App or Website.
- You may use the Card to make purchases at merchants that accept the Card or to obtain cash at ATMs, Over The Counter cash and, subject to availability, cash back at POS terminals.
    - Some of these services may not be available at all terminals.
- You may use Current's Mobile App, including to view your CRB Account information and make payments on your Build Card account from your CRB Account.
    - You understand and agree that any access or use of the Mobile App (including any features made available via the Mobile App) are subject to specific terms and conditions and additional disclosures made available in connection therewith and which you must consent to prior to any such access or use.

C. Limits on ACH Debit Transactions

Cut-off Time. The cut-off time for scheduling ACH transfers is 3:00pm Eastern Standard Time. Any transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day.

ACH Debit Limits. The limitations to the amount of funds that can be transferred from your Account per day are as follows:

Transaction Type	Frequency and/or Dollar Limits
ACH Debits	No limits to the number of times per day Limited to the available Account balance
ACH Credits initiated from the Mobile App or Website to another bank account you own*	No limit to the number of times per day Up to $5,000.00 per day
*Acceptance of ACH Credits may vary by financial institution. Please contact the bank you wish to send funds to prior to initiating an ACH Credit to determine if restrictions apply.	

D. Limitations on Transfers, Amounts, and Frequency of Transactions

You may make cash withdrawals and POS purchases, not to exceed the established limits for your CRB Account. See the section labeled "*Cash Access and Transaction Limitations*" and "*ACH Debit Limits*" for details about the limits.

If your CRB Account is closed, blocked, or suspended for any reason, you will not be able to transact using your Card (including at an ATM) or other features of your CRB Account.

For security reasons, in our sole discretion, we may limit the number and dollar amount of transfers you can make. To protect the security and integrity of the Bank and your CRB Account, we may suspend your use of EFTs, as permitted by law. All limits described herein are designed to be flexible for security and integrity purposes, and may be based upon confidential risk factors that are essential to our management of risk and your protection.

With respect to Build Cardholders only, you also agree that the amount of any EFT you authorize, which will debit your CRB Account, will not exceed the Available to Spend Amount

in your CRB Account. We do not have to allow any EFT that would create an overdraft in your CRB Account. If we are unable to complete an EFT or perform any other EFT service for any reason associated with your CRB, the EFT or other service may not be completed.

E. Right to Receive Documentation of Electronic Fund Transfers

Statements. You will have access to an electronic monthly statement that can be viewed on the Website or Mobile App.

Direct Deposits or Automated Credits. If you have arranged to have direct deposits made to your CRB Account at least once every sixty (60) days from the same person or company, call 1-888-851-1172 to find out if the deposit has been made.

F. Right to Stop Payment of Preauthorized Transfers and Procedures for Doing So

If you have told us in advance to make regular payments out of your CRB Account, you can stop any of these payments. Here's how:

Call us at 1-888-851-1172, email us at support@current.com, or use the chat feature within the Current Mobile App in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

If the merchant with whom you arranged recurring transfers from your CRB Account is unable or unwilling to stop the transfer, call us at 1-888-851-1172 or email support@current.com to request a stop on such payment. Your request to stop payment must be received at least three (3) business days before the payment is scheduled to be made. Such a stop payment request will cancel a single, *i.e.* one (1) recurring payment. If you want to permanently stop all recurring payments to a specific merchant you will be required to put your request in writing and email it to support@current.com within fourteen (14) days after your notification to stop such payments. You will need to tell us: the name of the payee, the dollar amount of the payment, and the date of the payment. If written stop payment notification is not received within fourteen (14) days, the payment in question will be honored as originally authorized and future payments will not be permanently stopped.

G. Notice of Varying Amounts

If these regular payments may vary in amount, the person you are going to pay is required to tell you the transfer date and the amount of the transfer ten (10) days before each payment is scheduled to take place. (*You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set*).

H. Liability for Failure to Stop Payment of Preauthorized Transfer

If you order us to stop a pre authorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

I. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe your Card, PIN, or CRB Account number has been lost or stolen, or if you believe that an electronic fund transfer has been or may be made without your permission. Telephoning us at 1-888-851-1172 or reaching out to us on the Mobile App is the best way of keeping your possible losses down. You could lose all the money in your Account, plus your maximum Fee-Free Overdraft limit, if applicable. If you tell us within 2 business days after you learn of the loss or theft of your Card, PIN, or CRB Account number, you can lose no more than $50 if someone used your Card, PIN, or CRB Account number without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, PIN, or CRB Account number, and we can prove we could have stopped someone from using your Card, PIN, or CRB Account number without your permission if you had told us, you could lose as much as $500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us AT ONCE. For procedures on reporting statement errors, see the section labeled "*Information About Your Right to Dispute Errors*", below. If you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) keeps you from telling us, we will extend the time periods. If your Card, PIN, or CRB Account number has been lost or stolen, we may close your Card and/or CRB Account to keep losses down and upon request, may send you a replacement Card.

Notwithstanding the above, pursuant to Visa U.S.A. Inc. Operating Regulations and Visa Zero Liability Rules, your liability for unauthorized Visa debit transactions on your CRB Account is $0.00 if you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to ATM transactions outside the U.S. You must notify us immediately of any unauthorized use.

J. Our Liability for Failure to Complete Transactions

If we do not complete a transfer to or from your CRB Account or Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough funds available in your CRB Account to make the transfer;
- If a merchant refuses to accept your Card or CRB Account number;
- If an ATM where you are making a cash withdrawal does not have enough cash;
- If an electronic terminal where you are making a transaction was not working properly, and you knew about the problem when you started the transfer;

- If access to your Card or CRB Account has been blocked after you reported your Card or CRB Account number lost or stolen;
- If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, or computer communication failure) prevent the transfer, despite reasonable precautions that we have taken, or 9) Any other exception stated in our Agreement with you.

K. Disclosure of Information to Third Parties

We may disclose information to third parties about your CRB Account, Card, or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your CRB Account or Card for a third party, such as a merchant;
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- In order to comply with card association rules;
- Investigate or enforce violations of this Agreement;
- In connection with suspected or actual illegal activity, or to prevent physical harm, as detected on your application, communications with us, or your accounts;
- If you consent by giving us your written permission;
- To our employees, auditors, affiliates, service providers, or attorneys as needed;
- Otherwise as necessary to fulfill our obligations under this Agreement; or
- As otherwise set forth in Current's Privacy Policy at https://current.com/privacy_policy/.

L. Information About Your Right to Dispute Errors

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at 1-888-851-1172, email us at support@current.com, or reach out to us in the Mobile App as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we provided the FIRST statement on which the problem or error appeared.

- Tell us your name and CRB Account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will

credit your CRB Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your compliance or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new CRB Accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new CRB Accounts, we may take up to twenty (20) business days to credit your CRB Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you would like to request copies of the documents on which we rely during our investigation, or have further questions, please contact us at disputes@current.com.

M. Amendments

We may change any provision of this Electronic Fund Transfer Agreement in our discretion, as permitted by law. If we do, we will give you notice if and to the extent required by applicable law.

N. Termination

We reserve the right to terminate your use of any or all of our EFT services for any reason and at any time. We will provide you notice before doing so where required by law. You also have the right to terminate your use of the EFT services described in this Agreement at any time by contacting us using the above information. If you call, we may require you to put your request in writing and get it to us within 10 Business Days after you call. If you terminate your use of our EFT services and you have arranged for automatic (regular) transfers involving third parties, you are required to inform any third parties that the transfers will cease. Any termination of your use of our EFT services, whether initiated by you or us, will not affect any of your or our rights and obligations under this Agreement that have arisen before the effective date of such termination.

VII. TRUTH IN SAVINGS DISCLOSURES

- **This is not an interest-bearing account. No interest will be paid by the Bank.**
- **Minimum Balance Requirements.** There is no initial deposit required to open a CRB Account. You may deposit any amount you wish when opening a CRB Account. No fee is imposed connected to a minimum balance requirement as there is no minimum balance required to open a CRB Account.
- **Transaction Limitations.** Minimum and maximum withdrawal limitations apply. See the section labeled "*Cash Access and Transaction Limitations*", above, for full information regarding these limits.
- **Fees.** The fees that may be charged in connection with your CRB Account, the amount of each fee (or an explanation of how the fee will be determined), and the circumstances when the fee may be imposed can be found in the *FEE SCHEDULE* below.

VIII. FEE SCHEDULE

All fee amounts will be withdrawn from your CRB Account and will be assessed as long as there is a remaining balance in your Account, except where prohibited by law. Any time your remaining balance is less than the fee amount being assessed, the balance of your CRB Account will be applied to the fee amount resulting in a zero balance on your Account.

Fee Description	Fee Amount and Frequency
Out-of-Network ATM Fee* (applies to both ATM and Over the Counter "OTC" withdrawals)	$3.50 (per transaction) Most AllPoint® ATMs are fee-free. To see if an ATM qualifies for fee-free ATM transactions, please check the Mobile App.
Cash Deposit Fee	$3.50 (per transaction at participating partners)
Foreign Transaction Fee	3% of the full transaction amount per transaction (minimum $0.50) For foreign cash withdrawals (which applies to both foreign ATM and Over the Counter "OTC" withdrawals),* the Foreign Transaction Fee will be $3.00 plus 3% of the full transaction amount per transaction (minimum $0.50)
Card Reorder Fee	$5.00 (per replacement card)
Expedited Card Reorder Fee	$30.00 (each)
Escheatment Fee	$20.00
Inactivity Fee	$5.00 (per month after twelve (12) consecutive months of inactivity)
Account Closure Fee	$10.00

***If you use an ATM that has not been designated as fee-free, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Account.**

Collection of Card Reorder Fee / Expedited Card Reorder Fee: If there are insufficient funds in your CRB Account, the Card Reorder Fee or Expedited Card Reorder Fee will be withdrawn from your linked external account ("Funding Account"), pursuant to the authorization provided by the accountholder in this Agreement. As the account owner, you (the "Authorizer") authorize Current or the Issuer to initiate one or more debit entries to the Funding Account(s) for the Fee amounts requested by the Authorizer for purposes of funding the Account using the ACH. The Authorizer authorizes Current or the Issuer to continue to debit the linked external account(s) for requested CRB Account funding until this authorization is revoked, which can only be done by calling 1-888-571-1172. The Authorizer understands that it may take Current or the Issuer up to

three (3) business days to process such a revocation. The Authorizer acknowledges that debits to the Funding Account(s) under this authorization must comply with U.S. laws.

IX. MOBILE CHECK DEPOSIT AND FUNDS AVAILABILITY POLICY

A. General Provisions

Our mobile check deposit feature ("Mobile Deposit") allows you to make deposits to your CRB Account remotely by using the Mobile App to take a legible picture of the front and back of the negotiable check(s) and transmitting images of such instruments to us in compliance with our requirements. We do not accept money orders or cashier's checks, checks that have been altered or signed over to you, checks written to a business name, or checks originating from non-US banks. You cannot use a check to fund your CRB Account for the first time. Once you have made successful deposits from another funding source, you will be able to deposit checks successfully.

Mobile check deposits must be endorsed in the same manner in which it is made payable to you. We may in our discretion accept certain government checks jointly payable to you and another person (e.g., tax refunds for jointly filed returns), but only if endorsed by all payees. All checks must include a restrictive endorsement stating "For Mobile Deposit Only or as otherwise instructed by Current. If the check image is accepted for deposit, we will notify you in app or by email. The Bank will then attempt to collect the item by presenting the image or converting the image into a digital representation of the original check. Unlike traditional check deposits, you retain the original paper check when you use Mobile Deposit. We may change, modify, add or remove functionality from Mobile Deposit at any time, with or without notice to you.

B. Eligibility

All accountholders with a CRB Account in good standing are eligible for Mobile Deposits, with the exception of new customers who cannot have their first deposit be a check deposit. Your access to Mobile Deposit is determined by us in our sole discretion based on the history of any accounts you have, direct deposit history, and direct deposit amounts and other risk-based factors. We may suspend or terminate your use of Mobile Deposit at any time and without prior notice to you. If you violate the terms of this Agreement, such actions may be used as a basis to terminate your CRB Account.

C. Mobile Deposit Technical Requirements

In order to use Mobile Deposit, you must have the Mobile App and an Apple iOS or Android smartphone that is additionally equipped with a camera capable of taking photos with at least a resolution of 1600 x 1200 pixels ("2 Megapixels") (see relevant app store details for specific hardware and OS requirements).

D. Fees

There is no fee for depositing a check via Mobile Deposit. Please note that your mobile carrier may charge you for sending and receiving data to upload check images using the Mobile App. Please check your mobile service agreement for details on applicable fees.

E. Limits and Funds Availability

Limits may be imposed on the dollar amount or number of deposits you make through Mobile Deposit, and we may change such limits at any time at our discretion. We may in our sole discretion allow certain Mobile Deposits to exceed these limits based on the institution on which the check is drawn and other risk-based factors. Any one-time or temporary increase in limits or allowed deposits does not guarantee future increases or exemptions.

Your Mobile Deposit funds are generally made available as described below. However, we may in our sole discretion apply greater or lesser hold times based on the institution on which a check is drawn, the history of any accounts you have, direct deposit history and direct deposit amounts, spending activity and other risk-based factors.

Limits may be further varied based on the length of time the Account is opened and Account spending activity. Check deposits made to a new Account are subject to a longer hold during the first thirty (30) days beginning on the calendar day that a deposit has successfully posted to your CRB Account.

F. Dollar Limits

Maximum of $2,000.00 per mobile check deposit.

G. Funds Availability & Hold Times

Mobile deposits will generally be made available no later than three (3) business days from the day of deposit acceptance. Current, in its sole discretion, may make funds available sooner or may extend the hold period beyond three (3) business days based on other factors.

H. Prohibited Checks

We may decline to accept any check image you submit through Mobile Deposit at our sole discretion. You agree that you will not scan and attempt to deposit any of the following:

- Cashier's Checks, official bank checks, or non-USPS Money Orders;
- Travelers checks;
- Starter checks or counter checks (checks from a teller window);
- Checks payable to any person or entity other than you (i.e., third-party checks and checks made payable to a business);
- Balance transfer checks;
- Checks containing alterations, illegible items, fraudulent checks, or checks that you should have known or have reason to believe were fraudulent;
- Checks that have been previously deposited at another institution via physical item, image or electronic fund transfer;
- Checks from financial institutions located outside of the U.S.; checks that are not payable in U.S. dollars;
- Checks that are more than six (6) months old;
- Checks that are post-dated, or payable on a date in the future;
- Substitute Checks (a digital reproduction of the front and back of an original Check);

- Remotely created checks (a Check created by a merchant with a buyer's checking account number on it, but without the buyer's original signature) or non-negotiable instruments, such as promissory notes.
- Checks drawn on your CRB Account;
- Checks that have previously been presented for payment and returned unpaid;

We reserve the right to reject a Mobile Deposit if it is made payable to Current and contains no means to identify the account to which it should be credited.

I. Receipt of Check

We are not responsible for check images not received or dropped during transmission. A Check image will be deemed received only when we provide you with an email or in-app notification confirming receipt of the check image. After receipt of your check image is confirmed, it will be subject to review before it is submitted for deposit and may still be rejected for any reason at our discretion. If we reject a check image received through the Mobile Deposit feature, you may contact the individual or company who issued the check, to request a new or reissued check be provided to you. If you do submit the original check for processing, we reserve the right to refuse to process it and may instead require you to have the check reissued.

We reserve the right in our sole discretion to determine the manner in which checks and check images are cleared or presented for payment and to select the clearing agents through which we clear checks and check images. You shall be bound by any clearing house agreement, operating circulars, image exchange agreements, and other rules to which we are a party or are otherwise bound. While we will provide notice as soon as practicable if we cannot accept a check for remote deposit, you acknowledge and agree that we may reject any check in our sole discretion without advance notice to you, and we will not be liable for any such rejection. If a check is dishonored, we may debit your CRB Account for the amount of the returned item along with the related return deposited item fee, or we may redeposit the item. You agree to accept all items returned by us, regardless of form.

J. Retention of Original Check

Once the funds from the check image have been credited to your CRB Account, you must mark the original check as "VOID" and retain it for sixty (60) days. You may not present the original check, or any substitute check created from the original check for payment at any other financial institution. During this sixty (60) day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check. You must make the original paper check available to us for review at any time during this sixty (60) day period as necessary to facilitate the clearing and deposit process, to address third-party claims or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the amount of the check in question from your CRB Account, regardless of whether such action may cause your account to not have sufficient funds. Immediately after this sixty (60) day period, you must destroy the original paper check.

K. Mobile Check Endorsements

You will endorse any check or other item submitted for deposit exactly as it was made payable to you. If you are submitting a government check made payable to you jointly with one or more person(s), it must be endorsed by all payees. You warrant that all endorsements on items deposited to your account are genuine. Any endorsement must be placed in the one-inch area starting at the left side on the back of an item and the remaining area on the back of the item may not contain any preprinted, stamped, or handwritten information. If you fail to do this, you may be required to reimburse us for losses incurred. For any check deposited as a check image through Mobile Deposit, you must endorse the check by signing or stamping the back and including a restrictive endorsement of: “For Mobile Deposit Only” or as otherwise instructed by us before you take a picture of the check. Checks lacking proper endorsement may not be accepted for deposit.

L. Warranties

You will comply with all applicable rules, laws and regulations. Each time you submit check images for deposit through Mobile Deposit, you also make all the warranties set forth in and subject to the terms of the Uniform Commercial Code (“UCC “) for the image as if it were an item subject to the terms of the UCC. You make all of the following warranties and representations with respect to each image of an original check you transmit to us using Mobile Deposit:

- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check (at the time it was transmitted), without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible and accurate.
- You are only transmitting eligible checks and items.
- You are entitled to enforce the signatures on the original check are authentic and authorized, and the information on each check has not been altered.
- All checks and items include all signatures required for their negotiation.
- You are using Mobile Deposit only for your own deposits and have not allowed the use of the service for the benefit of any third party.
- If you are depositing a check payable to you jointly, that each other payee has endorsed the original check and authorized you to deposit the funds into your CRB Account.
- Other than the digital image of an original check that you remotely deposit through Mobile Deposit, there are no other duplicate images of the original check.
- You have possession of each original check deposited using Mobile Deposit.
- You have ensured that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- The information you provided for your account remains true and accurate; and, in the event any such information changes, you will immediately notify us of the change.
- You have communicated material information to us.
- Files and images transmitted to us contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Further, you agree that with respect to each image of an original check you transmit using Mobile Deposit:

- You will not deposit, re-present, negotiate, seek to negotiate or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid; and
- No party will submit the original check for payment.

M. Mobile Deposit Funds Availability

This section, and the availability of funds as described here, applies only to deposits made through Mobile Deposit through the Mobile App.

N. Business Days and Cutoff Time

Our business days are Monday through Friday excluding federal holidays, even if we are open. Check images received and accepted for processing prior to 5:00 PM ET on a business day that we are open are considered received as of that day. Otherwise, the check images will be considered received on the next business day.

O. Mobile Deposit Delays

As indicated above, under certain circumstances, a longer hold period may apply before funds deposited by check are available. These circumstances are inclusive of but not exhaustive:

- We believe a deposited check will not be paid.
- You redeposit a check that has been previously returned unpaid.
- Your CRB Account has had a negative balance anytime in the last six (6) months.
- We experience an emergency, such as fire, flood, failure of communication, computer or other equipment, a suspension of payments by another bank, government or regulatory action, or other exigent conditions beyond our control. Generally, funds will be available no later than the ninth (9th) business day after the deposit is accepted for processing.

X. FUNDS AVAILABILITY POLICY

Information contained in this section is provided to assist you in understanding our Funds Availability Policy. We make funds available according to the type of deposit and when the funds are applied or credited to your CRB Account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your CRB Account, you may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers or payments, Bill Pay transactions, or transactions using your Card during the hold period. We have the right to refuse any deposit.

If final payment is not received on any item you have deposited into your CRB Account, or if any direct deposit, ACH deposit, or Electronic Fund Transfer to your CRB Account is returned to us

for any reason, you agree to pay us the amount of the return, plus any fee in accordance with our Fee Schedule.

A. Availability

The length of the delay in the availability of funds varies depending on the type of deposit. Special rules may apply to new CRB Accounts.

B. Business Days

The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your CRB Account. For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included. Deposits received by midnight Eastern Time will be considered current-day deposits. Any deposits received after that time will be processed the following business day.

C. Same Day Availability

Funds received from preauthorized electronic payments such as payroll direct deposits, or other preauthorized electronic payments will be available on the day the deposit is applied to your CRB Account. ACH Credits received from an external bank account will be applied to your Account when we have verified the external account and received payment on collected funds. Once the funds are applied to your CRB Account, they will have same day availability.

D. Longer Availability

Electronic transfers depositing into your CRB Account initiated through the Mobile App or Website may take up to five (5) business days from the date of the initial request but will post on the payment date of the deposit once the money has reached us. All check deposits may be held for an extended period of time but no longer than nine (9) business days after deposit is received.

XI. ARBITRATION AGREEMENT AND WAIVERS

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

A. Agreement to Arbitrate

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

B. Arbitration

Subject to the terms of this Arbitration Agreement, you agree that if you have a dispute or claim that has arisen or may arise between you and us (which, for the purposes of this Arbitration Agreement, includes Current) or any other Indemnified Party, whether arising out of or relating to this Agreement (including any alleged breach), your CRB Account or services provided under this Agreement, any advertising, any communications, and any aspect of the relationship or transactions between you and us, including claims and disputes that arose between you and us before the effective date of this Agreement (each, a "Dispute"), you, us, or any other Indemnified Party are not able to resolve the Dispute informally, you and we agree that upon demand by you, us, or any other Indemnified Party, the Dispute will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement.

However, as provided below, you may assert individual Disputes in small claims court, if your Dispute qualifies and remains in small claims court. 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 we are each waiving the right to a trial by jury or to participate in a class action. Upon election by a party, where applicable, 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. For the avoidance of doubt, "Dispute" in the context of this Arbitration Agreement shall also include Disputes that arose or involve facts occurring before the effective date of this Agreement (including during any prior versions of the Agreement) as well as Disputes that may arise after the termination of this Agreement.

C. Parties Subject to this Arbitration Agreement

This Arbitration Agreement applies whenever there is a Dispute between you and us (or, if applicable, any Indemnified Party). If a third party, such as an Indemnified Party other than the Bank or Current, is also involved in a Dispute between you and us, or if a dispute arises between you and an Indemnified Party other than Bank or Current relating to this Agreement or your CRB 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.

D. Exceptions to Arbitration

Notwithstanding the foregoing, this Arbitration Agreement shall not require arbitration of the following claims: (i) individual claims brought in small claims court as long as such claims qualify, the matter remains in such court, and advances only on an individual basis, and (ii) Disputes about or related to the infringement, misappropriation, misuse, or violation of a party's intellectual property rights (e.g., trademarks, trade dress, domain names, trade secrets, copyrights, and patents) brought in a court of competent jurisdiction.

The parties' agreement not to require arbitration in these limited instances does not waive the enforceability of this Arbitration Agreement as to any other provision (including, but not limited to, the waivers provided for in Sections XI(f)-(g), which will continue to apply in court as well as in arbitration), or the enforceability of this Arbitration Agreement as to any other lawsuit, controversy, claim, or dispute.

E. Your Right to Opt Out

You may opt out of this Arbitration Agreement by sending us written notice of your decision within thirty (30) days of the opening of your CRB 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 should be sent to us at support@current.com. 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 CRB Account. You agree that our business records will be final and conclusive evidence with respect to whether you canceled or opted out of this Arbitration Agreement in a timely and proper fashion.

If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any prior or other arbitration agreements that you may have entered into with Bank or Current, or may enter into the future with Bank or Current. For the avoidance of doubt, if you were bound by prior Agreements with us, opting out of this Arbitration Agreement will constitute an agreement to arbitrate Disputes with us under those prior Agreements. In addition, any non-material updates to this Arbitration Agreement do not provide a new opportunity to opt out if you previously agreed to and did not opt out of a version of this Agreement. However, if you validly opted out of the Arbitration Agreement in a prior version of this Agreement, we will continue to honor your valid opt out.

If we make any future change to this Arbitration Agreement (other than a change to the Notice Address) while you have a CRB Account, you may reject any such change by sending us written notice within thirty (30) days. By rejecting any future change, you are agreeing that you will

arbitrate any dispute covered by this Arbitration Agreement in accordance with the terms of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

F. Waiver of Jury Trial

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND BANK/CURRENT WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY WITH RESPECT TO ANY DISPUTES. You and we are instead electing that all Disputes may be resolved by arbitration under this Arbitration Agreement, except as specified elsewhere in this Arbitration Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

G. Waiver of Class, Consolidated, and Representative Actions and Non-Individualized Relief

YOU AND BANK/CURRENT AGREE THAT ANY DISPUTES BETWEEN THE PARTIES (WHICH INCLUDES ANY OTHER INDEMNIFIED PARTY) SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR REPRESENTATIVE BASIS, OR ON A CONSOLIDATED BASIS EXCEPT AS SET FORTH IN THE SECTION TITLED "MASS ARBITRATION" BELOW. THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE, CLAIM, OR CONTROVERSY BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER, EXCEPT AS SET FORTH IN THE SECTION TITLED "MASS ARBITRATION."

UNLESS BOTH YOU AND WE AGREE OTHERWISE, AND EXCEPT AS SET FORTH IN THE SECTION TITLED "MASS ARBITRATION," 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.

In any case in which (1) the Dispute is filed as a class, collective, or representative action, and (2) a civil court of competent jurisdiction finds that all or part of this Waiver of Class, Consolidated, and Representative Actions (the "Waiver") is unenforceable, the portion of the class, collective, or representative action that is not subject to the Waiver must be litigated in a civil court of

competent jurisdiction, but any portion of such action that the Waiver is validly applicable to shall be enforced in arbitration. The portion of such Dispute proceeding in court shall be stayed pending the conclusion of the arbitration.

The provisions of this Section do not prevent you or us from settling claims on a class, collective, or representative basis.

H. Mandatory Pre-Arbitration Informal Dispute Resolution

We and Indemnified Parties are always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to your satisfaction by emailing customer support at support@current.com. If you have a Dispute with us (or an Indemnified Party), you agree to first contact us by sending an email that sets forth (a) your name and contact information (mailing address, phone number, and email address, and other iterations thereof associated with the Dispute), (b) the nature and basis of the Dispute, along with dates and documentation if applicable, and (c) the specific relief sought (a "Notice") to support@current.com to attempt to resolve any such Dispute amicably. Your email must be sent in your individual capacity and not as part of a collective notice. If we have a Dispute with you, we will send any Notice of Dispute to the most recent contact information we have on file for you. For a period of sixty (60) calendar days from receipt of a compliant Notice sent from either you or us (or such longer period as is agreed upon in writing), you and we (and/or the Indemnified Parties, if applicable) will attempt to resolve the dispute through good-faith negotiations. During this time, you and we must hold at least one dispute resolution conference. This conference must be individualized, such that a separate conference must be held for each complainant. If you are represented by counsel, that counsel may participate, but you and we must also personally appear at and participate in the conference. If we do not resolve the Dispute within this informal dispute resolution period, you or we (including the Indemnified Parties), as applicable, may proceed to court on an individual basis or elect to commence an arbitration proceeding. During any 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 we are entitled.

For the avoidance of doubt, the provision of notice under this provision and good-faith participation in the informal dispute resolution period are a pre-requisite for and conditions precedent to commencing formal proceedings concerning a Dispute. Unless prohibited by law or applicable rules, an arbitration provider cannot accept or administer an arbitration, nor assess any fees, until these requirements are met. All limitations periods and filing fee(s) or deadlines applicable to the Dispute shall be tolled during this sixty-day period (or such longer period as is agreed upon in writing).

I. 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, among others (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_arbitration. If there is any inconsistency between any term of the

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 this Agreement as a court would. 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 this 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.

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.

The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of an individual Dispute exceeds $50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding $50,000, any party can appeal the award to a three-arbitrator panel administered by the AAA, which panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Agreement to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the section of this Arbitration Agreement that describes who will bear the costs for the initial proceeding before a single arbitrator.

J. 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, we 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, we 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, we will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. 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.

The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of an individual Dispute exceeds $50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding $50,000, any party can appeal the award to a three-arbitrator panel administered by the AAA, which panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Agreement to "the arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the section of this Arbitration Agreement that describes who will bear the costs for the initial proceeding before a single arbitrator.

K. Attorneys' Fees and Costs

In any Dispute, the parties shall bear their own attorneys' fees and costs unless the arbitrator or court finds that either the substance of the Dispute or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Rule 11(b) of the Federal Rules of Civil Procedure). If you or Bank/Current need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in obtaining an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration is also entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

L. Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the Waiver of Class, Consolidated, 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 Waiver of Class, Consolidated, 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 this Arbitration Agreement will continue to apply.

You and we agree to sever arbitrable Disputes (which shall be resolved in arbitration) from Disputes that are not arbitrable (which shall be resolved in court); you and we also agree that if any provision of this Arbitration Agreement is found unenforceable and cannot be modified as set forth above, then that portion of the Arbitration Agreement shall be severed and the remainder of the Arbitration Agreement shall continue to control.

Notwithstanding the foregoing, if the Mass Arbitration provision set forth below would otherwise apply to the Dispute, but a court of competent jurisdiction determines that the Mass Arbitration provision is unenforceable as to the Dispute or a portion of the Dispute (and all appeals have been exhausted or the ruling is otherwise final) or AAA or an AAA arbitrator refuses to apply all of the provisions of the Mass Arbitration provision as written, then the affected Dispute or portion of the Dispute cannot proceed in arbitration and may proceed in a court of competent jurisdiction consistent with the other terms of the Agreement unless the parties agree otherwise in writing.

This Arbitration Agreement shall survive termination, cancellation, amendment, or other expiration or conclusion of this Agreement.

M. Governing Law

You and we agree that in our relationship arising from this Agreement: (1) the parties are participating in transactions involving interstate commerce; (2) if applicable, the arbitrator shall decide any dispute regarding the scope, enforceability, and validity of this Arbitration Agreement; and (3) this Arbitration Agreement and any resulting Dispute are governed by the provisions of the Federal Arbitration Act (the "FAA"), and only to the extent any provisions of that act is inapplicable, the laws of the State of Delaware. This section is deemed a "written agreement to arbitrate" pursuant to the FAA. You and we agree that we intend that this section satisfies the "writing" requirement of the FAA.

N. Mass Arbitration

You and Bank/Current agree to abide by this Mass Arbitration provision in the event that: (a) there are twenty-five (25) or more individual arbitration demands of substantially similar nature filed by Bank/Current against you and other customers or by you and others against Bank/Current (and/or any other Indemnified Party) and (b) such arbitration demands are filed with the assistance and/or coordination of the same law firm, group of law firms, or organizations. You and we agree that arbitration demands are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar relief. Arbitration demands that meet these requirements are a "Mass Arbitration" and can be administered in arbitration only pursuant to the terms of this section.

If this Mass Arbitration provision is triggered, then you and Bank/Current (and/or any other Indemnified Party) agree that the AAA's Mass Arbitration Supplementary Rules will apply. The Mass Arbitration Supplementary Rules can be found at www.adr.org/rules. Moreover, you and we also agree that the administration of such coordinated claims must be resolved in staged proceedings. You and we agree to this process even though it may delay the arbitration of your

or our claim. If such a process is initiated in accordance with this Section, then the filing of a notice of dispute will toll the applicable statute of limitations for you until the completion of the process described in this paragraph. The AAA will administer Disputes subject to this Mass Arbitration provision via the following steps:

- (1) You and we agree to delegate to a Process Arbitrator all matters listed as within the scope of a Process Arbitrator's authority under the AAA Mass Arbitration Supplementary Rules, as well as disagreements concerning the validity, enforceability, and applicability of this Arbitration Agreement, and any other matters that the parties mutually agree to delegate;
- (2) For Disputes that proceed to a Merits Arbitration, administer the arbitration demands in sequential batches of 25 (plus a final batch consisting of any remaining demands);
    - If there are more than 50 demands of substantially similar nature, the AAA will administer the arbitration demands in batches of 50 (plus a final batch consisting of any remaining demands);
- (3) Consider each batch as a single consolidated arbitration with one arbitrator appointed for each batch, one set of filing and administrative fees per side, one procedural calendar, and one hearing (if any) in a place to be decided by the arbitrator, provided that each claimant is given the opportunity to raise and/or respond to any individualized issues specific to that claimant;
- (4) After decision(s) are rendered in each batch, require a mediation between us and all known claimants;
- (5) After decision(s) are rendered in the first two batches, offer any claimant whose demand has not been adjudicated the opportunity to opt out of the arbitration by providing notice to opposing counsel and filing an individual, non-class action in court; and
- (6) Take other steps as necessary for a speedy and efficient resolution of the Disputes.

This Section and each of its requirements are intended to be severable from the rest of this Arbitration Agreement. If, after exhaustion of all appeals, a court decides that the batching process in this section is not enforceable, then the Disputes may be filed in arbitration and a Process Arbitrator can determine the best method for them to be adjudicated in a fair and efficient manner. In such a case, the payment of AAA filing, administration, case-management, hearing, and arbitrator fees will be assessed as the arbitrations advance and arbitrators are appointed rather than when the arbitrations are initiated.

This Mass Arbitration provision shall in no way be interpreted as authorizing a class or representative action of any kind, or arbitration involving joint or collective claims under any circumstances, except as expressly set forth in this provision.

XII. OTHER LEGAL TERMS

A. Limitation of Liability

You agree that we, our service providers, agents, officers, directors, and employees (and the same of our service providers, subsidiaries and affiliates themselves) (collectively, the "Indemnified Parties") will not be liable for anything we do when following your instructions. In addition, the Indemnified Parties will not be liable if any such Indemnified Party does not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. To the extent you are entitled to relief under this Agreement, the total liability of the Indemnified Parties to you will not exceed $500, except as otherwise required by applicable law. THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM. This section, labeled "*Limitation of Liability*", will survive termination of this Agreement.

B. Indemnification

You agree to indemnify and hold the Indemnified Parties harmless from and against losses arising in connection with the services provided under this Agreement, except for losses arising out of our own gross negligence or willful misconduct. You further agree to hold the Indemnified Parties harmless from losses arising out of actions taken or omitted in good faith by any Indemnified Party in reliance upon instructions from you. The Indemnified Parties are not responsible for any actions or omissions by any third party. If you give us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions and we will not be liable to you if we refuse to follow your instructions. If we do choose to follow your instructions, we may ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us. This section, labeled "*Indemnification*", will survive termination of this Agreement.

C. Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our Website, Mobile App, or other authorized distribution location, or by sending it to you via email or any other contact information we have for you, and any such amendment shall be effective upon such posting to that location, or on the effective date listed on the communication. You will be notified of any change in the manner provided by and as required by applicable law. We will typically notify you prior to the effective date of the change. However, if the change is made for security purposes, or if otherwise permitted by law, we can implement such change without prior notice.

Your continued use of the CRB Account after the posting of an amended Agreement constitutes your acceptance of such amended Agreement. If you do not agree with any such amendment, your sole and exclusive remedy is to terminate your use of and close the CRB Account (as defined above).

D. Power of Attorney/Agents

You may give another person authority to make transactions on your CRB Account by giving power of attorney to another individual. The account owner and person executing power of attorney over a deposit account is known as the "Principal." The person granted power of attorney for the Principal is known as the "Agent." Do not sign a power of attorney, unless you trust the Agent to act in your best interest. We have no liability when we follow or refuse to follow any instructions from an Agent, for example, if your Agent misuses the authority you have given them. We may rely on a copy of an original power of attorney. We are not required to investigate the facts relating to any power of attorney provided to us on our behalf, including whether your signature on the power of attorney is authentic or whether the Agent continues to have authority. We may follow or refuse to follow the Agent's instructions at any time, including if we suspect fraud or abuse on your CRB Account, unless applicable law requires otherwise. If you choose to add an Agent, you must provide a power of attorney form. We may refuse to accept a power of attorney for reasonable cause, and we may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible for providing us with any information, if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until (a) we receive written revocation from the Principal; (b) we receive written notification of the Principal's death, or (c) we receive written notification of the death or incapacity of the Agent.

E. Privacy Policy

Current's privacy policy is available at www.current.com and is considered part of this Agreement.

F. No Waiver of Rights

If we fail to exercise or waive a right with respect to your CRB Account or Card on one or more occasions, it does not mean we have waived, or are obligated to waive, the same right on any other occasion. We may release any other person obligated under this Agreement without affecting your responsibilities under this Agreement. In any event, no such waiver or delay by us is effective unless it is in writing and approved by us.

G. The Bank's Liability to You

Acts and Omissions of Other Financial Institutions. We will not be liable for the intentional wrongdoing or the lack of ordinary care by any financial institution that has forwarded an order or

instruction for the payment, transfer or withdrawal of funds (and "Item") for deposit to your CRB Account.

Verification of Transactions; Rights to Reverse Erroneous Credits. All transactions, including without limitation those for which we have provided a receipt, are subject to our final verification. We may reverse any credit that has been erroneously made to your CRB Account, or for which funds were not finally collected by us, at any time without prior notice.

General Limitations. We will have no liability to you with respect to your CRB Account, other than as provided in this Agreement. We will meet our duty of care for your CRB Account if we exercise ordinary care in the transaction at issue. When we take an Item for processing by automated means, "ordinary care" does not require that we examine the Item. "Ordinary care" requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. A mere clerical error, or an honest mistake, will not be considered a failure of us to perform any of its obligations. Unless imposed by law, we will not be liable for consequential, special, punitive or indirect loss or damages.

H. Assignment

Your CRB Account is not transferable and is not assignable as collateral for a loan or for any other purpose. The Bank may transfer or assign its rights under this Agreement, including transferring or assigning your CRB Account to a third party at any time without your consent and without notice, unless required by applicable law.

I. Adverse Claims

If we receive a claim to all or a portion of your CRB Account that is adverse to your interest and we do not believe that we are otherwise adequately protected if we ignore that claim, we may place a hold on funds that are subject to the claim. The hold may be placed for any period of time we believe to be reasonably necessary to allow a legal proceeding to determine the merits of the claim to be instituted.

J. Member Services

For member service assistance or additional information regarding your CRB Account, please contact:

Finco Services, Inc. dba Current
393 Canal Street #180, New York, NY 10013

support@current.com
1-888-851-1172

Customer Service agents are available to answer your calls from Monday through Friday, 9 a.m. to 6 p.m. ET.

K. Telephone Monitoring/Recording

We may monitor and/or record telephone calls between you and us to assure the quality of our member service team or as required by applicable.

L. No Warranty Regarding Goods or Services Made

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your CRB Account.

M. Headings and Rules of Construction

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular.

N. Severability

If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected, and you and we agree to replace such unenforceable 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 Agreement will be enforceable as so modified.

XIII. CROSS RIVER BANK PRIVACY NOTICE

FACTS	WHAT DOES CROSS RIVER BANK DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: - Social Security number and Account balances - Payment history and Transaction history - Account transactions and Wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Cross River Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Cross River Bank share?	Can you limit this sharing?
For our everyday business purposes- such as to process your transactions, maintain your accounts, respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- information about your transactions and experiences	No	N/A

For our affiliates' everyday business purposes- information about your creditworthiness	No	N/A
For nonaffiliates to market to you	No	N/A
Questions?	Call toll-free 1-877-55CRB55 or contact us at www.crossriver.com	
WHAT WE DO		
How does Cross River Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.	
How does Cross River Bank collect my personal information?	We collect your personal information, for example, when you - Open an account or Apply for a loan - Make deposits or withdrawals from your account or Provide employment information - Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.	
Why can't I limit all sharing?	Federal law gives you the right to limit only - sharing for affiliates' everyday business purposes-information about your creditworthiness - affiliates from using your information to market to you - sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.	
DEFINITIONS		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.	

	- Cross River Bank does not share with our affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. - Nonaffiliates we share with can include loan finance companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. - Our joint marketing partner(s) include loan finance companies.

For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing-without your authorization.

For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing-without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing-without your authorization.

For Vermont Customers. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Additional information concerning our privacy policies can be found at www.crossriver.com or call 1-877-55CRB55.