Current Build Credit Card Agreement

Last revised: October 23, 2026

PLEASE READ THIS DOCUMENT CAREFULLY

Please read through this Current Build Credit Card Agreement ("Agreement"), including the Important Information section located below the Table of Contents, for eligibility, fee, arbitration agreement, and other important information. Please keep this Agreement for your records. The Current Build Visa® Credit Card ("Card"), and its respective credit card accounts (each a "Card" and a "Card Account," as further defined below) are offered by Cross River Bank ("Bank"), a New Jersey State Chartered Bank operating out of its Delaware branch location, and member of the Federal Deposit Insurance Corporation ("FDIC"), and are distributed and serviced by Finco Services, Inc. dba Current ("Current") on behalf of the Bank. "We," "us," and "our" means Bank and its successors and assigns.

Table of Contents

I. IMPORTANT INFORMATION 3

A. Important Disclosures 3
B. The Card Account Is Only Available Electronically 3
C. Credit Reports 4
D. State Disclosures 4
E. Military Lending Act Disclosure 5

II. YOUR SECURED CHARGE CARD AGREEMENT WITH US 6

A. Security Agreement 9
1. GRANT OF SECURITY INTEREST 9
2. No Other Liens 9
3. The Bank's Rights Over Your Secured Account and Funds. 9
4. No Interest on Funds 10
5. Applying Funds to the Card Account 10
6. Secured Account Agreement 10
B. Agreement to Terms 10
C. Using Your Card Account 10
D. Your Spending Limits 11
E. Your Available to Spend Amount Obligations 11
F. Cash Access and Transaction Limitations 11
G. Secured Account and Available to Spend Amount Availability 12
H. Promise to Pay 13
I. Receipt and Crediting of Payments 14
J. Authorization Holds 15
K. Our Rights Upon Default 15
L. No Authorized Users 16
M. Billing Statements 16
N. Fees 17
O. Liability for Certain Unauthorized Card Transactions 17

P. Disputes 18
Q. Cards 18
R. No Waiver of Rights 18
S. Our Communications with You 18
T. Assignments and Transfers 19
U. Closure of Your Card Account 19
V. Changing Terms of Your Card Account 20
W. Obtaining Credit Information 20
X. Foreign Transactions 20
Y. Disclosure of Information to Third Parties 21
Z. Force Majeure 21

III. CURRENT BUILD FEE-FREE OVERDRAFT TERMS 21

A. Current Build Fee-Free Overdraft 21
B. Eligibility for Build Fee-Free Overdraft 21
C. Your Fee-Free Overdraft Limit 22
D. Using and Repaying Build Fee-Free Overdraft 22
E. Disabling Build Fee-Free Overdraft 23

IV. ARBITRATION NOTICE 24

A. Agreement to Arbitrate 24
B. Arbitration 24
C. Parties Subject to this Arbitration Agreement 25
D. Small Claims Exception 25
E. Your Right to Opt Out 25
F. Waiver of Jury Trial 26
G. Waiver of Class, Consolidated, and Representative Actions and Non-Individualized Relief 26
H. Mandatory Pre-Arbitration Dispute Resolution 27
I. Arbitration Procedures 28
J. Costs of Arbitration 29
K. Attorneys' Fees and Costs 29
L. Severability 29
M. Governing Law 30
N. Mass Arbitration 30

V. YOUR BILLING RIGHTS 32

VI. CROSS RIVER BANK PRIVACY POLICY 35

I. IMPORTANT INFORMATION

A. Important Disclosures

Fees	
Set-up and Maintenance Fees	
• Card Replacement Fee	$5 (regular delivery; per replacement card), or $35 (expedited delivery; per replacement card)
Transaction Fees	
• Out of Network ATM Usage Fee • Foreign Transaction Fee	**$3.50** (per transaction) for cash advances. Most Allpoint® network ATMs are fee-free. To see if an ATM qualifies for fee-free AM transactions, please check the Mobile App. **3%** of the full transaction amount (minimum **$0.50**)

* If you use an ATM that is not an Allpoint ATM, including for a Cash Advance or balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a transaction. 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 Credit Account.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in this Agreement.

The Current Build Visa® Credit Card is a Secured Charge Card (as defined below), which means it must be paid in full on or before each Payment Due Date set forth on your Billing Statement. If you do not pay your outstanding balance by the Payment Due Date, you agree that we may consider your Card Account to be in Default, and funds from your Secured Account (as defined below) may be applied to satisfy the outstanding difference.

B. The Card Account Is Only Available Electronically

This Card Account and the Secured Account are only available electronically. By applying for the Card Account and the Secured Account, you agreed to receive all

disclosures electronically pursuant to the Current Electronic Communications Agreement, which you previously agreed to when you opened your account.

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 Card and the Secured Account to you. See Consent to Electronic Disclosures in your Agreement and your Secured Account Agreement (as defined below). If, for some reason, you cannot receive communications electronically in the future, Current reserves the right to terminate your Card Account and Secured Account.

C. Credit Reports

We may report information about your Card Account to credit reporting agencies and others. Information we provide to such parties may appear on your credit reports.

D. State Disclosures

California Residents: After credit approval, each applicant shall have the right to use the Card Account up to the limit of the Card Account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

Kentucky Residents: You may pay the unpaid balance of your Card Account in whole or in part at any time.

Maryland Residents: To the extent permitted by law, this Agreement is governed by and construed in accordance with the laws of the State of Delaware and Federal law pursuant to 12 U.S.C. § 1831d and related regulations and opinions and, to the extent federal and Delaware law do not apply, the Credit Grantor Revolving Credit Provisions in Title 12, Subtitle 9 of the Maryland Commercial Law Article.

Missouri Residents: Oral or unexecuted Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

Nebraska Residents: A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of

any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

New Jersey Residents: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

New York, Rhode Island and Vermont Residents: We may obtain a consumer credit report for any legitimate purpose in connection with your Card Account or your application, including but not limited to reviewing, modifying, renewing and collecting on your Card Account. Upon your request, we will inform you of the names and addresses of any credit reporting agencies that have furnished the reports.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Utah Residents: This written agreement is a final expression of the agreement between you and us and the written agreement may not be contradicted by evidence of any alleged oral agreement.

Washington Residents: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Married Wisconsin Residents: If you are married, by submitting your Card application you are confirming that this Card obligation is being incurred in the interest of your marriage and your family. No provision of a marital property agreement, unilateral statement under Section 766.59 of the Wisconsin Statutes, or court order under Section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. If the Card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.

E. Military Lending Act Disclosure

Federal law provides important protections to active duty members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her

dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a card account). To hear this same disclosure and for a general description of your payment obligations for this Account, call the following toll-free number: 1-888-851-1172.

If you are a "covered borrower" under the Military Lending Act, which generally includes an active duty servicemember or dependent of a servicemember and is defined at 32 CFR § 232.3, (i) then you are not bound by the Arbitration Agreement set forth below or the waivers in the "No Waiver of Rights" section below, and (ii) notwithstanding anything to the contrary in this Agreement, to the extent required by the Military Lending Act, nothing in this agreement will be deemed a waiver of your right to legal recourse under any otherwise applicable provision of state or federal law.

II. YOUR SECURED CHARGE CARD AGREEMENT WITH US

NOTICE: EXCEPT AS PROVIDED ABOVE UNDER "MILITARY LENDING ACT DISCLOSURE," THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.

This Agreement outlines the terms and conditions governing your use of your Card and your Account. Defined terms used in this Agreement include:

- **"Account"** and **"Card Account"** mean the Current Build Visa® Credit Card account that is opened for you and that is subject to the terms of this Agreement.
- **"Available to Spend Amount"** is the amount you may spend with your Card without exceeding your Spending Limit. Subject to the following provisions of this Agreement, your Available to Spend Amount will be equal to the amount of your Spending Limit, minus the sum of your Total Due, any Pending Transactions, and any payments that have not yet cleared. As provided in this Agreement, your Available to Spend Amount will change from time to time based on the amount of funds in your Secured Account, your use of the Account for Purchases and as you make payments on your Card Account.
- **"Billing Cycle"** means the interval between Billing Statements. Each Billing Statement shows a closing date. The statement closing date is the last day of the Billing Cycle for that Billing Statement.
- **"Billing Statement"** shall have the meaning given in the "Billing Statements" section below.
- **"Business Day"** means every day except Saturdays, Sundays and federal holidays.

- **"Card"** means the Current Build Visa® Credit Card issued to you for your Card Account.
- **"Cash Access"** or **"Cash Advance"** means cash you obtain on your Card Account in any of the following ways: (a) by presenting the Card or any credit device we supply to you to any participating VISA financial institution to obtain cash, or (b) by using the Card at an Automated Teller Machine ("ATM") or other device available for this purpose to obtain cash.
- **"Current Account"** means your linked Current account that is required to be open and in good standing to obtain and continue using your Card.
- **"Debt"** has the meaning given in the "Our Rights Upon Default" section below.
- **"Default"** has the meaning given in the "Our Rights Upon Default" section below.
- **"Good Standing"** means a Card Account that is not suspended or flagged and does not have a history of fraudulent disputes or financial loss to Current, as determined by Current in its sole discretion.
- **"Initial Spending Limit"** has the meaning given in the "Your Spending Limits" section below.
- **"New Balance"** means the total outstanding balance of your Card Account at the end of any Billing Cycle, as shown on your Billing Statement. The New Balance is calculated as the sum of all purchases and transactions posted to the Card Account from the applicable Billing Cycle (including fees and charges), minus any payments and credits that we receive.
- **"Payment Due Date"** means the date that the Total Due amount as shown in the Billing Statement is due. Your Payment Due Date will be shown on your Billing Statement.
- **"Pending Transactions"** has the meaning given in the "Secured Account and Available to Spend Amount Availability" section below.
- **"PIN"** means a personal identification number assigned to your Card Account.
- **"Purchase"** means your purchase of goods or services with the use of a Card or Card Account number (including, without limit, Purchases made in person, on the Internet, through mail order, or over the telephone). Tax payments made with your Card Account (including any fees charged by a tax agency) are Purchases.
- **"Secured Account"** has the meaning given in the "Grant of Security Interest" section below and is the savings account you have with us that, together with the Funds (as defined below) you deposit in it, secures your debt under this Agreement.
- **"Secured Charge Card"** means a secured credit card that requires payment in full every month. It does not have a preset limit; rather, purchases get approved based on the Available to Spend Amount. Since charge card balances must be paid in entirety by the Payment Due Date, there is no interest rate or minimum payment. Additionally, as described more completely below, the Secured Charge Card is secured by the Secured Account.
- **"Spending Limit"** is the limit you can spend on your Card, which generally depends on the amounts available in your Secured Account. Your Card has no preset Spending Limit. While there is no predetermined Spending Limit, this does not mean you have unlimited purchasing power on your Card. For additional information, see below.
- **"Statement Date"** means the day a Billing Statement was issued.

- **“Total Due”** means the total outstanding balance you owe on your Card Account, which includes your New Balance as well as any amounts past due, charges, and fees you may owe (including, but not limited to, any amounts you incur through your use of Build Fee-Free Overdraft), minus any payments and credits received since your last Billing Statement. To avoid Default, you will need to pay the Total Due amount listed in a Billing Statement on or before a Payment Due Date.

A. Security Agreement

1. GRANT OF SECURITY INTEREST

AS A CONDITION OF RECEIVING A CARD, YOU HEREBY AGREE GRANT THE BANK A SECURITY INTEREST IN YOUR SECURED CURRENT BUILD DEPOSIT ACCOUNT (THE "SECURED ACCOUNT"). YOUR CARD ACCOUNT IS SECURED BY THE SECURED ACCOUNT THAT YOU ARE REQUIRED TO ESTABLISH AND MAINTAIN IN ORDER TO HAVE THE CARD ACCOUNT. TO SECURE ALL OF YOUR OBLIGATIONS ARISING UNDER THIS AGREEMENT, YOU ASSIGN, TRANSFER, PLEDGE, GRANT A SECURITY INTEREST IN, AND SET OVER TO THE BANK ALL RIGHTS, TITLE AND INTEREST IN THE SECURED ACCOUNT, THE FUNDS IN SUCH ACCOUNT, AND IN ALL RENEWALS, ADDITIONS AND PROCEEDS OF SUCH ACCOUNT AND SUCH FUNDS. Your obligations arising under this Agreement (the "Debt") includes all amounts you owe to us in connection with this Agreement, including but not limited to fees and charges that may accrue under your Card Account, as well as any extension, refinance, or renewal of any such obligations, and any expenses that we incur in enforcing your obligations under this Agreement. You agree that the security interest, pledge, and assignment arising under this section includes and gives the Bank the right to redeem, collect and withdraw any part of the full amount of the funds ("Funds") in the Secured Account upon any Default under the Credit Card Agreement or in the event your Secured Account is terminated for any reason. You acknowledge and agree that this security interest, pledge, and assignment means that the Bank has exclusive control over the Secured Account.

2. No Other Liens

You will not permit any third party to have a security interest or other lien on the Secured Account or any part of the Funds. You also will not permit any third party to establish control over the Secured Account.

3. The Bank's Rights Over Your Secured Account and Funds.

If you Default under this Agreement, the security interest, pledge and assignment in your Secured Account and Funds given to us by you by this Security Agreement gives the Bank the right to make settlements or compromises on your Secured Account; transfer your Secured Account to the Bank's own name; or exercise ownership rights in connection with your Secured Account. To the extent permitted by law, you waive any right to require the Bank to: (i) proceed against you or any other person; (ii) proceed against or exhaust any security you have provided to us through other agreements; or (iii) pursue any other remedy in the Bank's power. We may, without prior notice, and from time to time: (1) renew, compromise, extend, accelerate or otherwise change the terms relating to the Debt; (2) take and hold security other than the Secured Account for payment of the Debt and enforce, exchange and release the security in any manner that the Bank determines is proper; (3) release or substitute you, any guarantor, or any

endorser of the Debt; and (4) increase or lower the Spending Limit on your Card Account, and no such action shall change the fact that the Secured Account at all times will be held by the Bank as security for the Debt.

4. No Interest on Funds

The Secured Account is a non-interest bearing account; therefore, no interest will be paid to you on the Secured Account.

5. Applying Funds to the Card Account

If you are in Default under this Agreement or your Account is closed for any reason, we may apply the Funds towards any outstanding Debt and we may do so without any additional notice to you or any demand for payment from you. You will continue to be responsible for any outstanding Debt. Our rights under this provision are in addition to any others we have under this Agreement or applicable law. You are still responsible for the repayment of any Debt that is not satisfied by the application of Funds to the Debt.

6. Secured Account Agreement

You have also been provided with the Secured Current Build Deposit Agreement (the "Secured Account Agreement"). You agree that the terms of the Secured Account Agreement apply to your Secured Account. Please see the Secured Account Agreement for other important terms. If any term in the Secured Account Agreement conflicts with this Agreement, then this Agreement will prevail.

B. Agreement to Terms

By applying for a Card Account, signing the Card or otherwise using or consenting to the use of the Card Account, you agree to the terms and conditions of this Agreement and that this Agreement will govern your Card Account, the use of your Card, and all credit extended under this Agreement. You also agree that your use of your Card Account, whether by use of your Card or otherwise, will constitute your acceptance of, and will be subject to, this Agreement. In addition, as disclosed in the Secured Account Agreement, you also agree to: (i) link the Secured Account as an external funding account to your Current Account, and (ii) transfer all funds that are presently or will in the future be in or deposited to your Current Account to your Secured Account.

C. Using Your Card Account

a. **Available Transactions.** Subject to your Available to Spend Amount, you may use your Card and your Card Account to make Purchases and obtain Cash Access so long as you are not in Default of this Agreement. You may not obtain balance transfers from your Card Account or initiate balance transfers to your Card Account. You can make Purchases as described in the definition of Purchase,

above. When you open your Card Account, you may create a PIN. If you do create a PIN, you can obtain Cash Access at any authorized ATM or merchant point of sale wherever VISA permits by using your Card and PIN.

b. **Limitations on Using Your Card Account.** You agree to use your Card Account only for personal, family, or household purposes. You also promise that your Card Account will not be used for purposes that are illegal under state or federal law, including without limitation illegal gambling activity. We reserve the right to deny transactions or authorizations from merchants that appear to be engaged in illegal activities. We are not responsible if anyone does not allow you to use your Card Account or refuses to accept your Card. We may decline any transaction at any time.

D. Your Spending Limits

Your Spending Limit is tied to and/or limited by the balance of your Secured Account. If we approve your Credit Account, the initial Spending Limit for your Card Account will be $0. In order to increase your Spending Limit, you must activate your Card and make a deposit in your Secured Account. Your Spending Limit may vary depending on the amount of funds in your Secured Account and other factors such as purchases, payments, and our fraud and risk criteria. You agree that we may decrease your Spending Limit by the amount of any decrease in the funds in your Secured Account.

E. Your Available to Spend Amount Obligations

Except as otherwise provided in the Build Fee-Free Overdraft Terms (see below), you promise not to engage in any transactions that will cause you to exceed your Spending Limit. This means that you may spend only up to your Available to Spend Amount, which is equal to the amount of your Spending Limit, minus the sum of your Total Due, any Pending Transactions, and any payments that have not yet cleared, unless otherwise permitted under the Build Fee-Free Overdraft Terms (as applicable). Except as otherwise permitted in the Build Fee-Free Overdraft Terms, our general practice is to decline any transaction that would cause you to exceed your applicable Available to Spend Amount.

F. Cash Access and Transaction Limitations

With your PIN, you may use the Card to obtain cash from your Card Account at any ATM device, as permissible by a merchant, that bears the Visa®, or Interlink®, Plus® Acceptance Marks. All ATM transactions are treated as cash advance withdrawal transactions. You may use the Card at an ATM and withdraw funds at a participating bank. Cash Advances (ATM cash withdrawals) and purchases are all subject to your Available to Spend Amount. Cash Access methods other than through an ATM, such as over the counter transactions, may not be available.

Below is the itemized cash access limit for your Card Account at the time of account opening. Certain members may later be eligible for higher limits at our discretion, based on Card Account history. We may change these limits from time to time at our sole discretion. We will notify you of any limits or changes to these limits if required by applicable law. To determine the current limits that apply to you, you can access them under the settings section of the Current mobile banking application ("Mobile App"), contact Current customer support by emailing us at support@current.com, or chat with an agent in the Mobile App.

Transaction Type	Frequency and/or Dollar Limits
Cash Advances	No limit to the number of times per day. Up to $500.00 per day, or up to your Available to Spend Amount if your Available to Spend Amount is less than $500.00.

In addition, we may impose daily spending limits on your Card Account depending on risk factors.

G. Secured Account and Available to Spend Amount Availability

Payments on your Card Account and deposits and withdrawals in your Secured Account will change your Available to Spend Amount. Pending Purchases, merchant credits for returns, and authorization holds ("Pending Transactions") may have an effect on your Available to Spend Amount. This section describes when and how your Purchases, Pending Transactions, Card Account payments and changes to your Secured Account balance will affect your Available to Spend Amount. Crediting of payments for purposes of your scheduled payment obligations is described in "Receipt and Crediting of Payments" below. For purposes of your Available to Spend Amount, the following changes will apply:

a. Funds added to your Secured Account will increase your Available to Spend Amount after we receive the funds;
b. Purchases, including any Authorization Holds as described below, will decrease your Available to Spend Amount immediately;
c. Subject to the following provisions below, deposits made in your Secured Account may not necessarily increase your Available to Spend Amount, due to Pending Transactions;
d. Withdrawals or transfers out of your Secured Account will result in an immediate decrease to your Available to Spend Amount equal to the amount of the withdrawal or transfer including any applicable fees for the execution of such withdrawal or transfer.

Except as provided in this Agreement, for purposes of your access to funds in your Secured Account, at no time will you be able to access more than the Available to Spend Amount. *See* Secured Account Agreement.

H. Promise to Pay

a. General Promise to Pay. You promise to pay us the Total Due amount that is shown on your Billing Statement on or before each Payment Due Date set forth on your Billing Statement. This obligation to pay the aforementioned Total Due amount applies even where your Card Account may be suspended, or where we have canceled or suspended certain privileges associated with your Card Account. If we do not receive your Total Due amount that is shown on your Billing Statement by the Payment Due Date reflected on your Billing Statement, it will be considered late and you will be in Default. See "Our Rights Upon Default" below, for consequences of Default.

b. Making Payments. All payments to us must be made in U.S. Dollars. You may enable automatic payments from your Secured Account to your Card Account by selecting the "AutoPay" option at enrollment, by enabling automatic payments at any time thereafter in the Mobile App, or by contacting a Current agent on the Mobile App, support@current.com or 1-888-851-1172. You do not need to enable automatic payments to be approved for a Card Account or be able to deposit funds into the Secured Account or make purchases with your Card Account. Your access to credit and "Available to Spend Amount" will be determined in the same manner whether or not you enable automatic payments. You may disable automatic payments in the Mobile App.

If you enable automatic payments, funds from your Secured Account will be used to pay up to your Total Due automatically twice in each Billing Cycle when your Card Account reflects a Total Due amount outstanding (the "Automatic Payment Dates"). Automatic payments will be made even where your Card Account may be suspended, or where we have canceled or suspended certain privileges associated with your Card Account. **When your payment is applied, your Available to Spend Amount will be reduced until you replenish your Secured Account balance.**

By agreeing to "AutoPay" or selecting one (1) day notice in the application settings, you will have your automatic payment applied on the Automatic Payment Dates.

You can also make payments by:

- Logging onto the Mobile App to make one-time manual payments from any bank account (including the Secured Account and your Current Account) that belongs to you, or

- Contacting a Current agent in the Mobile App, at support@current.com, or at 1-888-851-1172, to authorize us to make one-time payments from your Current Account or Secured Account on your behalf.

We will not charge you a fee when you use your Current Account or Secured Account to make a payment. We will also not charge you a fee when you use another third-party bank account to add funds to your Current Account. However, it is possible that the third-party bank account might charge you a fee to add funds to your Current Account. *See* "Fees" below. Where your Card Account may be suspended, or where we have canceled or suspended certain privileges associated with your Card Account, you may make payment using the Mobile App. If you need your Current account information to initiate payment, contact us in the Mobile App, at support@current.com, or at 1-888-851-1172, to authorize us to make payments from your Secured Account or Current Account on your behalf.

c. Total Due Payment Requirement. You must pay the Total Due that is shown on each Billing Statement and we must receive that payment on or before the Payment Due Date shown on each Billing Statement. The Payment Due Date will be the same day of each calendar month. See "Receipt and Crediting of Payments," below. If your payment of the Total Due amount that is shown on the applicable Billing Statement is not received by your Payment Due Date, you will be in Default. See "Our Rights Upon Default" below, for consequences of Default.

I. Receipt and Crediting of Payments

To ensure a timely payment, your payment authorization must be received by 5 p.m. Eastern Time in order to be credited to your Card Account on that day. For purposes of your payment obligations, the following describes when your payments must be made in order to be credited to your Card Account on a timely basis.

a. Current Account or Secured Account Payments: A Current Payment received by us by 5:00 p.m. Eastern Time will be credited to your Card Account at the time that we receive it. A "Current Payment" is a payment that is authorized using your Current Account or Secured Account that is delivered on or before your Payment Due Date.
b. Application of Payments. Subject to applicable law, we will apply and allocate payments and any credits on your Card Account among balances and charges in any order and manner determined by us in our sole discretion. You agree that we have the unconditional right to exercise this discretion in a way that is most favorable or convenient to us.
c. Irregular Payments. We may accept late payments, partial payments, or payments marked "payment in full" without losing our rights under this Agreement, including the right to require full payment of all amounts owed under this Agreement.

J. Authorization Holds

Transactions at some merchants (such as hotels, car rental companies, restaurants, and gas stations) may result in temporary authorizations for amounts greater than the actual Purchase amount. If this happens, it will make your Available to Spend Amount decrease for several days (usually until the date the actual Purchase amount is received by us from the merchant). Because such transactions may take several days to post as a Purchase amount on your Card Account, you may see such amounts posted to your Card Account even where your Card Account has previously been suspended or any credit privileges have been canceled or suspended.

K. Our Rights Upon Default

a. Events of Default. Subject to applicable law, we may consider your Account to be in default if any of the following occurs ("Default"): (i) you fail to pay us all amounts you owe on your Card Account as shown on an applicable Billing Statement on or before the Payment Due Date, including without limitation, 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 this Agreement or any other agreement that you make with us relating to the Debt; (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.

b. Consequences of Default. If your Card Account is in Default, we may take certain actions with respect to your Card Account. For example, we may take the following actions, without notifying you, unless the law says we must give you notice:

i. As soon as one (1) day past the Payment Due Date:
   1. Send you communications demanding that you immediately pay the Total Due as of the date of the applicable Billing Statement;
   2. Deny authorizations and/or transactions on your Card;
   3. Exercise our right under the Security Agreement above to collect funds in your Secured Account to satisfy your obligations to us in connection with your Card Account.

ii. As soon as one hundred and eighty (180) days past the Payment Due Date:
   1. Charge off your Card Account;
   2. Close and/or suspend one or more of your Card, Card Account, or Secured Account;
   3. Continue to charge you fees as long as your relevant Total Due balance remains outstanding;

4. File a lawsuit against you, or pursue any other action that is not prohibited by law, including continuing collection efforts to recover any outstanding balances.

c. Our Rights Upon Your Default. Upon any Default, we are authorized to exercise all of our rights under the security interest that you have granted to us in the Security Agreement above. Without limiting the foregoing, we may declare all of the Debt immediately due and payable, act as and exercise all the rights of an owner of the Secured Account, withdraw Funds from the Secured Account, and apply all or any portion of the Funds at any time(s) to repayment of the Debt and our costs in enforcing our rights hereunder and under the Secured Account Agreement. Your Card Account privileges may also be suspended, subject to reinstatement at our discretion. We are irrevocably appointed as attorney-in-fact for the limited purpose of executing any instruments required to satisfy the Debt.

Our rights stated in this Agreement and in the Secured Account Agreement are in addition to any others we have under the law. If there is a conflict regarding the security interest between this Agreement and any other agreement, this Agreement will control. You represent that no insolvency proceeding or general assignment for creditors is pending that would affect the Bank's security interest. If the Bank waives or delays exercising a right, it does not forfeit that right or any others. You waive any defense you may have against the Bank. The Bank can exercise its rights against the Secured Account even if you are no longer liable on the Debt because of a statute of limitations or because of other reasons. Until the Debt is fully repaid and 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. Your Secured Account does not secure any obligations to us other than the Debt, as defined above.

L. No Authorized Users

You are responsible for all transactions on your Card. Authorized users are not permitted on this Card or the Card Account and you are not permitted to share your Card with another person.

M. Billing Statements

Each month while your Account is open, we will provide you with a Billing Statement showing your New Balance, Total Due as of the date of the Billing Statement, and the Payment Due Date. We will provide the Billing Statement to you electronically by notifying you by email and/or through the Mobile App that your Billing Statement is available. When you receive this notification, you will need to login to your Card Account on the Mobile App to view your Billing Statement. We may discontinue sending Billing Statements to you if we deem your Card Account to be uncollectible or if we sent your Card Account to an attorney or other third party for collection purposes.

N. Fees

a. **Annual Fee.** There is no annual fee on your Card Account.
b. **Foreign Transaction Fees.** We will impose a foreign transaction fee of 3% of the full transaction amount for all foreign transactions made on your Card Account. Please see "Foreign Transactions" below for additional restrictions on foreign transactions.
c. **Card Replacement Fee.** You are responsible for safeguarding your Card. If for any reason you need a replacement Card (e.g., if you lose your Card, or if your Card is stolen or damaged as a result of your actions), we will charge you a $5 fee for the replacement card. We reserve the right to cancel your Card Account for excessive requests for Card replacement. The determination of what constitutes excessive shall be made in our sole discretion.
    i. **Expedited Card Replacement Fee.** In addition to the fee above, we will impose a $30 fee if you request that we expedite the delivery of a replacement Card to you.
d. **Out of Network ATM Usage Fee.** An out-of-network ATM cash advance withdrawal fee in the amount of $3.50 per transaction may be assessed for all out-of-network ATMs, which are all non Allpoint ATMs. Additionally, if you use an ATM outside the Allpoint network for any transaction, including a balance inquiry, or Cash Advance, 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 Card Account, and you are responsible for paying all such fees. Only transactions at Allpoint ATMs will not be subject to the fee(s).
e. **Fees for Other Services.** We may charge you other fees for services associated with your Account that you request in accordance with applicable law.

O. Liability for Certain Unauthorized Card Transactions

Tell us AT ONCE if you believe your Card and/or Card Account has been used without your permission by telephoning us at 1-888-851-1172, contacting us in the Mobile App, or writing to us at support@current.com. You must provide a written statement that includes your name, account number, the dollar amount of your suspected error, why you believe it is an error, type of unauthorized transaction(s) with the date(s) and amount(s) of error. Except as provided below, your liability for unauthorized transactions that take place on the VISA system is zero dollars ($0). We may require you to provide a written statement regarding claims of unauthorized transactions. This protection does not apply if we determine that you have been fraudulent or negligent in the handling of your Card. These provisions limiting your liability also do not apply to any credit transactions that are not processed by VISA. See "YOUR BILLING RIGHTS" below for more information concerning your rights and our responsibilities under the Fair Credit Billing Act and your potential liability for transactions that are not covered by this section.

P. Disputes

We are not responsible for refusal, or for any losses you incur as a result of such refusal, by any merchant, financial institution, or automated equipment to honor or accept your Card.

Q. Cards

Any Cards that we issue to you belong to us. We, a merchant, or any party acting on our behalf, may retain your Card without prior notice to you. You agree to sign your Card in the space provided for authorized signatures before you use the Card. Your Card is issued with an expiration date. We have the right not to renew your Card or Card Account. If we have not terminated your Account or exercised our right not to renew your Card Account, we will send you a new Card when your prior Card expires.

R. No Waiver of Rights

We may delay in enforcing our rights under this Agreement without losing those rights or any other rights. We may waive enforcement of our rights in one or more instances without waiving those rights or any other rights in other instances. Subject to applicable laws, unless you are a "covered borrower" under the Military Lending Act, which generally includes an active duty servicemember or dependent of a servicemember and is defined at 32 CFR § 232.3, you waive presentment, notice of dishonor, protest, and all other demands and notices in connection with the delivery, acceptance, performance, or enforcement of this Agreement.

S. Our Communications with You

You expressly authorize us (which includes, for purposes of this paragraph, our affiliates, agents, and contractors) may monitor or record any communication between you and us. If we need to contact you to service your Card Account or to collect amounts you owe to us, you authorize us to contact you at any number: (a) you have provided to us; (b) from which you called us; or (c) which we obtained and believe we can reach you at (including wireless, landline and Voice Over Internet Protocol numbers). We may contact you in any way, such as calling, texting, email, or through the Mobile App. We may contact you using an automated dialer or using artificial or pre-recorded messages. You understand that anyone with access to your telephone may listen to or read the messages we leave or send you, and you agree that we will have no liability for anyone accessing such messages. You further agree that we may contact you on a mobile, wireless, or similar device, even if you are charged for it by your provider of telecommunications, wireless and/or data services, and you agree that we will have no liability for such charges. You agree that you are the owner and/or primary user of any telephone number or email address you provide to us.

You are responsible for promptly notifying us of any change to your name, address, email address, or any material change to the information you provided to us in your application

to open a Card Account within five (5) days of such change. In some instances, we may request additional information for verification purposes.

T. Assignments and Transfers

You may not assign your rights or obligations under this Agreement. The Bank may sell your Card Account and/or assign or transfer this Agreement and our related rights and obligations without prior notice to you and without your consent.

U. Closure of Your Card Account

a. You May Close Your Card Account. You may close your Card Account at any time by contacting us in the Mobile App or emailing us at support@current.com. We will cancel your Card Account after we receive notice from you and have a reasonable opportunity to process your notice. You agree that we are not responsible for any costs, damages, or inconvenience you may suffer as a result of our canceling your Card.

b. We May Close Your Card Account.

i. Even if you are not in Default, we may, in our sole discretion:
   1. Close your Card Account;
   2. Cancel or suspend your privileges to make Purchases; or
   3. Otherwise cancel or suspend any Card Account privileges or benefits (whether or not such privileges or benefits are described or referred to in this Agreement).

ii. We may take any of these actions in our sole discretion for any reason, including but not limited to situations such as:
   1. Card Account inactivity;
   2. Your decision to close your linked Current Account;
   3. Your linked Current Account is terminated, suspended, or if you fail to maintain your linked Current Account in good standing, for any reason whatsoever;
   4. Where termination is deemed necessary for compliance purposes;
   5. The use of your Card Account for fraudulent and/or illegal activities, or if your Card Account is in violation of any law or regulation.

iii. We will provide you with notice of any such action if required to do so by applicable law.

c. No More Transactions if Card Account is Closed. If either you or we close your Card Account, you may not make further Purchases with your Card or Card Account, and your Current Deposit Account and Secured Account will also be closed. However, you will remain responsible and must pay all amounts owed to us (extended to you or arising from use of your Card Account prior to or subsequent to cancellation). We also will return to you the funds from your Secured Account only as described in the Secured Account Agreement.

V. Changing Terms of Your Card Account

We may amend the terms and conditions of this Agreement, including the amount of any Card Account fees, at any time, in our sole discretion. We may communicate amendments to this Agreement by posting the amended Agreement on the official Current website (the "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 may be effective upon such posting to that location, or on the effective date listed on the communication. Depending on the nature of the changes, you will be notified of any amendments to this Agreement in the manner provided by and as required by applicable law (including, where applicable, pursuant to the 45-day notice requirement in 12 C.F.R. § 1026.9(c)(2)). 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 Card 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 Card Account (as defined above).

Depending on the nature of the change, the amendment to this Agreement may, on or after the date on which it becomes effective, apply to all of your then-outstanding unpaid indebtedness to us under your Card Account.

W. Obtaining Credit Information

When you applied for your Card Account, you authorized us to make or have made any credit, employment, or other investigative inquiries we deemed appropriate (including, without limit, obtaining a consumer report) prior to extending credit to you. By opening a Card Account, you also authorized us to make such inquiries and obtain personal information about you from time to time from one or more consumer reporting agencies, governmental entities, and other third parties, for the purpose of account management, renewing, updating, or collecting on your Card Account in the future, or for any other purpose permitted by law. Upon your request, we will tell you whether we obtained a consumer report and the names and addresses of any consumer-reporting agencies that provided such reports.

X. Foreign Transactions

You may choose to use your Card to make a Purchase in a foreign country (a "Foreign Transaction"). If your Foreign Transaction is in a currency other than U.S. dollars, the transaction will be converted into a U.S. dollar amount by Visa International Inc., using the procedures established by Visa International, Inc., based on the exchange rate in effect at the time the transaction is processed. The exchange rate between the transaction currency and the billing currency used for processing Foreign 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 a government-mandated rate in effect for the applicable central processing date, in each instance. We monitor your accounts for signs of potential fraud, which could include the use of your Card in a manner that is out of the ordinary. Foreign Transactions are subject to the Foreign Transaction fees as disclosed above.

There are some countries in which we are required by law to block transactions and some countries for which we will not authorize the use of your Card Account due to fraud, terrorism or other concerns. Those countries change from time to time, so contact us in advance if you are planning on using your Card in a foreign country and want to confirm that the Card can be accepted in that country.

Y. Disclosure of Information to Third Parties

By requesting, obtaining or using a Card from us you agree that we may disclose information to third parties about you and your Card Account, as set forth in Bank's Privacy Notice (see below), Current's Privacy Notice, and/or Current's Privacy Policy at https://current.com/privacy_policy/.

Z. Force Majeure

Unless otherwise required by applicable law, we are not responsible and will not incur liability to you for any failure, error, malfunction or any delay in carrying out obligations under this Agreement if such failure, error or delay results from causes that are beyond our reasonable control (including, but not limited to inclement weather, fire, flood, acts of war or terrorism, and earthquakes).

III. CURRENT BUILD FEE-FREE OVERDRAFT TERMS

A. Current Build Fee-Free Overdraft

Current Build Fee-Free Overdraft ("Build Fee-Free Overdraft") is a feature that enables you to make transactions with your Card associated with your Card Account ("Eligible Transactions") that would exceed your Spending Limit and the amount you have in your Secured Account. Eligible Transactions do not include ATM transactions or other cash withdrawal transactions, peer to peer payments, cash equivalents, Current Pay transfers, all as determined in our sole discretion. For the avoidance of doubt, Build Fee-Free Overdraft does not require a check of your credit score.

B. Eligibility for Build Fee-Free Overdraft

In order to be eligible for Build Fee-Free Overdraft, you must:

- Be 18 years of age or older;

- Maintain a Card Account in good standing; and
- 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 the Paycheck Advance Service, 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.

We may add to or adjust these requirements at our discretion.

We may suspend or terminate your use of Build Fee-Free Overdraft if you fail to fulfill any of the eligibility requirements after you start using Build Fee-Free Overdraft. We may also terminate your access to Build Fee-Free Overdraft if you are in violation of any of the terms of this Agreement or any of the additional agreements that govern your Card Account and your relationship with Bank and Current, including, but not limited to, the Secured Account Agreement, Privacy Policy, and Electronic Communications Agreement (collectively, the "Additional Agreements"). Any termination or suspension of your access to Build Fee-Free Overdraft may continue until you cure the disqualification or violation, or we may terminate your access indefinitely. If your access to Build Fee-Free Overdraft is terminated, we will not approve any further Eligible Transactions. We reserve the right to suspend or terminate your use of Build Fee-Free Overdraft at any time in our sole discretion, including if we reasonably believe that you will not be able to repay Build Fee-Free Overdraft transactions.

C. Your Fee-Free Overdraft Limit

Your ability to use Build Fee-Free Overdraft is restricted to the amount for which you qualify (the "Fee-Free Overdraft Limit"), which is determined by us in our sole discretion. Your Fee-Free Overdraft Limit applies to and is shared across all of the Fee-Free Overdraft products you are using, including the Fee-Free Overdraft feature associated with your Current deposit account(s). In other words, your use of the Fee-Free Overdraft feature on your Current deposit account(s) will decrease your Fee-Free Overdraft Limit on your Build Card, and vice versa. In addition, your Fee-Free Overdraft Limit may be increased or decreased by us from time to time at our sole discretion. Any attempt to conduct a transaction that would otherwise qualify as an Eligible Transaction will be restricted to the amount of your Fee-Free Overdraft Limit that is available. Your Fee-Free Overdraft Limit will be displayed to you in the Mobile App.

D. Using and Repaying Build Fee-Free Overdraft

You understand and agree that Build Fee-Free Overdraft allows you to make transactions with your Build Card that exceed your Spending Limit and the amount you have in your Secured Account. You promise to pay us all amounts you owe through your use of Build Fee-Free

Overdraft, even if your access to Build Fee-Free Overdraft is suspended or if we have cancelled or terminated your access to Build Fee-Free Overdraft.

For each month you have incurred Eligible Transactions via Build Fee-Free Overdraft, your Billing Statements will show a New Balance and Total Due that reflects those Eligible Transactions, and these Eligible Transactions are required to be repaid on the same payment schedule as your regular Card transactions. If you are enrolled in AutoPay, by agreeing to these Build Fee-Free Overdraft Terms, you also authorize us to use any Funds in your Secured Account to satisfy any balance you incur through your use of Build Fee-Free Overdraft.

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 Fee-Free Overdraft Limit you have remaining. We do not charge any additional interest or fees for using Build Fee-Free Overdraft.

For the avoidance of doubt, failure to repay your Build Fee-Free Overdraft balance may affect your credit. Either the Bank or Current will furnish information about you to credit reporting agencies. We will also use additional legal options available to us in order to collect the money you owe us.

While there is no fee to use Build Fee-Free Overdraft, fees for related services continue to apply according to the terms associated with such services.

E. Disabling Build Fee-Free Overdraft

You may disable Build Fee-Free Overdraft at any time. To do so, you may disable Fee-Free Overdraft within the Mobile App yourself, or you may contact us through the chat feature in the Mobile App or call us at 1-888-851-1172. Disabling Build Fee-Free Overdraft will also disable Fee-Fee Overdraft on your Current deposit account(s). If you disable Build Fee-Free Overdraft, we may continue to exercise our rights to cure any outstanding Build Fee-Free Overdraft balance. If you continue to meet the eligibility criteria after you have disabled Build Fee-Free Overdraft, you may re-enable Build Fee-Free Overdraft at any time by re-enabling the function within the Mobile App or by contacting us through the chat feature in the Mobile App or calling us at 1-888-851-1172.

We may terminate these Build Fee-Free Overdraft Terms or suspend or terminate your use of Build Fee-Free Overdraft if you fail to maintain your Card 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 Build Fee-Free Overdraft Terms or the terms of any Additional 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 Build 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.

IV. ARBITRATION NOTICE

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT, WITH LIMITED EXCEPTIONS, YOU OR WE CAN DEMAND THAT ANY DISPUTE BETWEEN US RESOLVED BY BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW. HOWEVER, THIS ARBITRATION CLAUSE DOES NOT APPLY IF YOU ARE A "COVERED BORROWER" UNDER THE MILITARY LENDING ACT.

CLAIMS BETWEEN YOU AND US MAY BE BROUGHT ONLY ON AN INDIVIDUAL BASIS. YOU EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO LITIGATE OR ARBITRATE A CLASS ACTION OR REPRESENTATIVE ACTION. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM.

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 (see below for definition) and 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 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 Card, your Card 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"), and you 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 Card Account, then the Dispute 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. Small Claims Exception

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 IV(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 Card 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 Card 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 Card 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 SECTION IV(n) 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 INVIDIDUAL 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 SECTION IV(n).

UNLESS BOTH YOU AND WE AGREE OTHERWISE, AND EXCEPT AS SET FORTH IN SECTION IV(n), 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 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 available, 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 AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of 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. The foregoing fee- and cost-shifting provisions are not applicable in Mass Arbitrations, as defined in the Section titled "Mass Arbitrations" below.

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 FAA, and, only to the extent any provision of that act is inapplicable, the laws 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.

V. YOUR BILLING RIGHTS

KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do If You Find A Mistake On Your Billing Statement:
If you think there is an error on your Billing Statement, write to us:

By chatting with us in the Mobile App,

Or

By emailing us at support@current.com,

Or

Writing to us at:
Finco Services, Inc.
393 Canal Street, #180
New York, NY 10013

In your communication, give us the following information:

- ***Account information:*** Your name and Card Account number.
- ***Dollar amount:*** The dollar amount of the suspected error.
- ***Description of problem:*** If you think there is an error on your Billing Statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Billing Statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Communication:

When we receive your communication, we must do two things:

1. Within 30 days of receiving your communication, we must tell you that we received your communication. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your communication, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your Billing Statement and your Available to Spend Amount may reflect the Charge in question.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Available to Spend Amount.

After we finish our investigation, one of two things will happen:

- ***If we made a mistake:*** You will not have to pay the amount in question or any other fees related to that amount.
- ***If we do not believe there was a mistake:*** You will have to pay the amount in question, along with applicable fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied with Your Card Purchases:

If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase.

To use this right, all of the following must be true:

1. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the Purchase price must have been more than $50. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the Purchase.
3. You must not yet have fully paid for the Purchase.

If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us in writing:

By chatting with us in the Mobile App,

Or

By emailing us at support@current.com,
Or

Writing to us at:
Finco Services, Inc.
393 Canal Street, #180
New York, NY 10013

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

VI. CROSS RIVER BANK PRIVACY POLICY

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.