Secured Current Build Deposit Account Agreement

Last revised: October 23, 2026

PLEASE READ THIS DOCUMENT CAREFULLY

Before you submit your application, please read through this Secured Current Build Deposit Account Agreement located below the Table of Contents (collectively, the "Agreement") 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 associated Secured Current Build Deposit Account are offered by Cross River Bank, a New Jersey State Chartered Bank operating out of its Delaware branch location ("Bank") 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. You have also been provided with the Current Build Credit Card Agreement (the "Credit Card Agreement") that will contain the complete terms applicable to your Card. Unless otherwise expressly indicated, terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Credit Card Agreement.

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I. APPLICATION DISCLOSURES

This Agreement concerns the Secured Current Build Deposit Account (the "Secured Account") a demand deposit account securing your Card Account. In consideration of the issuance of the Card, you have authorized Bank to open a Secured Account in your name, as well given instructions to automatically transfer all funds that are presently or will in the future be in or deposited to your linked Current account (the "Current Account," which is required to be open and in good standing to obtain a Card) to your Secured Account. You are required to open the Secured Account as a condition of receiving a Card.

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 Secured Account?

The Secured 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 located in the U.S. with a residence in the U.S., 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) with a valid Social Security number.

2. Opening the Secured 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 Secured 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 Secured Account or otherwise restrict or close your Secured Account if we cannot verify your information, or if you do not provide it as requested.

By applying to open a Secured Account, you certify that all information provided pursuant to your application 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 and to obtain credit reports on you. You authorize us to obtain information from others to investigate your credit, employment and income history and state records, including state employment security agency records and to report information regarding your account to consumer reporting agencies.

Pursuant to your authorization, you authorize us to potentially obtain one or more consumer reports from consumer reporting agencies in connection with considering your application with us and for the purposes of any update, renewal, extension of credit, review

or collection of the account. Upon request, we will inform you of the name and address of each consumer reporting agency from which we obtain a consumer report relating to you.

3. Important Information and Obligations

By applying for and opening a Secured Account, you agree to be bound by the terms and conditions of this Agreement as well as by the terms and conditions of the Credit Card Agreement. You also understand that the terms of these Agreements will govern the use of your Card and the Secured Account. In addition, you agree that your use of your Card will constitute your acceptance of, and will be subject to, this Agreement.

4. The Secured Account Is Only Available Electronically

The Secured Account is only available electronically. By applying for the Card Account and the Secured Account, you have also agreed to receive all disclosures electronically pursuant to the Current Electronic Communications Agreement which you previously agreed to when you opened your linked account with Current on the Mobile App (the "Current 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 or the Secured Account to you. If, for some reason, you cannot receive communications electronically in the future, you should close your Card Account and the Secured Account. See your Credit Card Agreement for more information on closing the Card Account and the consequences of doing so.

5. 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 Secured 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 Secured 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 Secured Account. We may require additional documentation to confirm any claims made on the Secured Account.

II. THE SECURED ACCOUNT AGREEMENT

A. Information on the Secured Account

This Agreement governs the terms of the Secured Account that you authorized us to open in your name. For all purposes in this Agreement, the terms "you" and "your" refer to you, the person who applied for and received this Secured Account; the terms "Bank," "we," "us," "our" refer to Cross River Bank, member of the FDIC, its successors and assigns, including Current, who will service your Secured Account on behalf of Bank.

By opening the Secured Account, you are providing funds from accounts in your name to serve as security for all of your obligations arising under the Credit Card Agreement–including for your Card Account–and this Agreement ("Funds"), 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 that will be issued to you by the Bank. You should retain a copy of this Agreement and any information that we provide you regarding changes to this Agreement for as long as your Secured Account is open. You should ask us any questions you have about this Agreement.

B. Right to Set Off

If your Secured Account balance becomes negative, any incoming deposit or credit to your Secured Account will be applied to that negative balance. If your Secured Account remains negative, we can use any funds in any of your accounts to repay the amount owed on the negative balance in your Secured 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 your account(s) as security for all of your liabilities and obligations to us (other than those owed pursuant to your Card Account), now or in the future.

C. General Rules Governing the Secured Account

The Secured Account and your obligations under this Agreement may not be assigned. Any permitted assignment of your Secured Account is subject to our set off rights. We may transfer our rights under this Agreement. This Agreement will be binding on your personal representative, executors, administrators, and successors and our successors and assigns. Use of the Secured 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. 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.

D. Deposits to and Funds Availability for the Secured Account

By agreeing to the terms of this Agreement and to open a Card, you agree that all funds in or deposited in the future to your linked Current Account will be automatically transferred to your Secured Account. The terms of the Current-Cross River Deposit Account Agreement and its procedures and limitations for depositing funds are incorporated here

by reference. In addition, you also agree that in the event you have insufficient funds to cover a transaction with your linked Current Account, you authorize us to transfer any available funds in or deposited in your Secured Account to your linked Current Account to cover such a transaction.

E. Problems That Could Occur with Deposits

Overpayments and Reversals. If funds are deposited or transferred into your Secured Account by mistake, or funds to which you are not entitled are otherwise transferred into your Secured Account, we may correct the situation by deducting the amount of the deposit from your Secured Account without prior notice to you. If there are not enough funds in your Secured Account at that time, your Secured Account could become overdrawn. See the "Right to Set Off" and "No Overdrafts" sections for more information about your rights and responsibilities when your Secured Account has a negative balance.

F. Authorized Secured Account Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Secured Account, and are wholly responsible for the use of your Secured Account according to the terms and conditions of this Agreement. **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 Secured Account.**

G. Transfers and Payments

Subject to the terms of this Agreement and your Credit Card Agreement, you may be permitted to transfer money from the Secured Account through the Mobile App or by using your Current Visa® Debit Card that is automatically issued with the linked Current Account (the "Current Account Card"). You may make transfers from your Secured Account up to your "Available to Spend Amount" through the Mobile App. Please note that you cannot make electronic fund transfers from your Secured Account to accounts owned by third parties.

At its sole discretion, the Bank has the right to require seven (7) days written notice before you transfer money from the Secured Account. You agree that you may not exercise any other rights over the Secured Account until your obligations under the Credit Card Agreement have been fully paid.

By using your Current Account Card or otherwise initiating a transfer of funds from your Secured Account, you authorize us to make the transaction you select. We may subtract from your Secured Account balance the amount of any transaction that you initiated or approved. We may require you to provide us with identification, documentation or information that is acceptable to us before allowing the transaction. We may refuse any transfer request by any method on forms not approved by us, or that we do not specifically permit for your Secured Account or Current Account, or that does not include all

information we require. 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.

H. No Overdrafts

You are not permitted to overdraw your Secured Account. If the available balance in your Secured Account is not sufficient to cover any payment or transfer you have authorized, we can refuse to process the payment or transfer.

I. 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 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 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 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 Card Account also constitutes a Default with respect to the Secured Account.

J. 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.

K. Closing Your Account and Restricting Account Access

We may close your Secured Account at any time, for any reason or no reason, and will provide you with notice of any such action if required to do so by applicable law. If we detect activity which is believed to be unusual, unauthorized, or unlawful, we may restrict access to or close your Secured Account 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 Secured Account at any time by chatting with us in the Mobile App or emailing us at support@current.com. However, we are not required to close your Secured Account at your request in certain situations, such as if you have pending transactions, if either account is overdrawn or is subject to Legal Process, or if you have yet to fully pay your obligations under the Credit Card Agreement. In such cases, we will restrict your Secured 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 Card Account in preparation for closing your Secured Account. As we do so we may limit deposits to, or transfers from, your Secured Account. We may send you a written notice that we have closed or will close your Secured Account, and return the balance less any fees, claims, setoffs or other amounts. This Agreement will survive the closing of your Secured Account, and you are still responsible for obligations incurred prior to or in connection with the closing of your Secured Account. After your Secured Account is closed, we have no obligation to accept deposits or pay any outstanding transfer requests, but we may reopen your Secured Account if we receive a deposit. We will have no liability for any action we take under this section.

If your Secured Account is canceled, closed, or terminated for any reason, you may request that your unused balance be returned to you by any of the following means: (i) by sending a check to you at the address we have in our records; or (ii) any other method deemed sufficient by us, in our sole discretion. For security purposes, you may be required to supply identification and address verification documentation prior to issuing a refund check. Allow up to fourteen (14) days for processing and mailing of the refund check. In the event the Card 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 Secured Account balance, will be in the notice. Remaining Secured Account balances greater than $2.00 will be returned to you. You must call us to arrange for a return of any remaining balance of $2.00 or less. We also may hold the funds in your Secured Account for as long as sixty (60) days after you have paid off your outstanding obligations and your Secured Account is closed.

If we return excess funds to you via check, we will mail the check to your mailing address on file with us for the Secured Account. For this reason, it is important you update your contact information with us if your email address, mailing address or telephone number changes. If a check we send to you is returned by the Post Office as undeliverable and if we cannot locate you, we will hold the funds from your Secured Account until you either contact us and provide information on how to send the funds to you or until we are required to remit your funds to a state under an applicable unclaimed property law, whichever occurs first.

L. Account Dormancy and Escheatment

A Secured Account that is inactive for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment, but your Secured Account is usually considered dormant if you have not accessed either account, communicated to us about either account, or otherwise shown an interest in either account within the period of time specified under applicable law. If your Secured Account is considered dormant, we may be required to send the balance in your Secured 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 Secured Account to the applicable state.

M. Statements

Electronic statements (the "Secured Account Statements") are available to view and print in the Mobile App on a monthly basis. The Secured Account Statements represent all transactions in your Secured Account. 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 Errors" for more information about your right to dispute any errors that appear on your statement. You also have a right to obtain a sixty (60) day history of your Secured Account transactions by sending us an email at support@current.com. You will not receive paper statements.

N. The Bank's Liability to You

a. **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 (an "Item") for deposit to your Secured Account.
b. **Waiver.** If the Bank waives any of its rights on any one occasion, it will not be considered a waiver of the Bank's rights on any other occasion.
c. **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 Secured Account, or for which funds were not finally collected by us, at any time without prior notice.

d. **General limitations.** We will have no liability to you with respect to your Secured Account, other than as provided in this Agreement. We will meet our duty of care for your Secured 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.

O. Endorsements

We are authorized to supply your endorsement to any Item taken for collection, payment or deposit to your Secured Account.

P. Deposited Items Returned Unpaid

We have the right to charge back to your Secured Account any Item deposited to your Secured Account that is returned. We have the right to pursue collection of such Items, even to the extent of allowing the payor bank to hold an Item beyond the midnight deadline in an attempt to recover payment. These collection efforts may include sending such Items back for collection one or more times. We will have no liability for resubmitting or not resubmitting these Items (or for taking any other action we consider reasonable to recover payment) without notice to you.

Q. Non-Interest Bearing Secured Account

No interest will be paid on the Secured Account.

R. Adverse Claims

If we receive a claim to all or a portion of your Secured 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.

S. Disclosure of Information to Third Parties

We provide copies of our and Current's privacy notices at the time your Secured Account is established and annually thereafter. In addition, Current's privacy policy is also available on the official Current website (the "Website") at https://current.com/privacy_policy/. By requesting, obtaining or using the Secured Account, you agree that we may release information in our records regarding you and your Secured Account: (a) to comply with government agency or court orders; (b) 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; (c) 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; (d) to share information with our employees, agents or representatives performing work for us in connection with your Secured Account; (e) 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 (f) as otherwise permitted by the aforementioned privacy policy.

III. ELECTRONIC FUND TRANSFER DISCLOSURE

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 Secured Account provided by Bank and serviced by Current. Whenever you accept or authorize EFTs to your Secured 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 Secured Account. Please read this document carefully and retain it for future reference.

CONTACT INFORMATION FOR EFT

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

Types of Available EFTs

A1. Current App.

You may use the Current's mobile application ("App"), including to:

- View your Secured Account information, and
- Make payments on your Card Account from your Secured Account

You understand and agree that any access or use of the App (including any features made available via the 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.

A4. Telephone Banking.

You may speak with a customer service representative to get your Secured Account information, or to authorize Current to make payments on your Card Account from your Secured Account on your behalf.

B. Limits on the Type, Frequency or Amount of EFTs.

B1. Transfer Limitations. 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 Secured 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.

B2. **Managing Your Account Balance.** You agree that the amount of any EFT you authorize, which will debit your Secured Account, will not exceed the Available to Spend Amount in your Secured Account. We do not have to allow any EFT that would create an overdraft in your Secured Account. If we are unable to complete an EFT or perform any other EFT service for any reason associated with your Secured Account, the EFT or other service may not be completed.

C. Your Rights and Responsibilities

The use of EFT services described in this Secured Account Agreement creates certain rights and responsibilities regarding these services as described below.

C1. Business Days. For the purposes of these disclosures, our Business Days are every day except Saturdays, Sundays, and federal holidays.

C2. Documentation of Your EFTs.

- **Periodic Statements.** You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).

C3. Preauthorized Payments

- **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular EFT payments out of your Secured Account, you can stop any of these payments. Here's how: Call us or write to us using the contact information above in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you contact us to stop a payment, please have the following information ready: your Secured Account number, the date the transfer is to be made, to whom the transfer is being made, and the amount of the scheduled transfer. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.
- **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments 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.

- **Notice of Varying Amounts.** If these regular EFT payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be.
- **Our Refusal to Pay a Preauthorized or Other Regular (Automatic) EFT.** We reserve the right to refuse to pay a regular (automatic) EFT debiting your Secured Account, for example, if your Secured Account has insufficient funds to cover such transfer or if we are unable to verify the ownership of or other information about the account to which the funds will be transferred.

C4. Your Liability for Unauthorized EFTs.

Tell us AT ONCE if you believe:

- Your Card has been lost or stolen
- Your PIN or other access credentials have been compromised
- An EFT has been made without your permission, or someone has transferred or may transfer money from your Secured Account without your authorization.

Telephoning us at 1-888-851-1172 is the best way to keep your possible losses down. You could lose all the money in your Secured Account. If you tell us within 2 Business Days after you learn of the loss or theft of your Card or access credentials, you can lose no more than $50 if someone used your access credentials or Card to access your Secured Account without your permission.

If you DO NOT tell us within 2 Business Days after you learn of the loss or theft, and we can prove we could have stopped someone from using your Card or access credentials 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, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you or made available to you electronically, you may not get back any money you lost after the 60 day period if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your Card has been lost or stolen, or your PIN or other access credentials have been compromised contact us as soon as possible using the contact information above.

C5. In Case of Errors or Questions about your EFTs

Telephone us at 1-888-851-1172, write us at Finco Services, Inc., 393 Canal Street, #180, New York, NY 10013, 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 60 days after we sent the FIRST statement on which the problem or error appeared. Please include the following information:

(1) Tell us your name and the last four digits of your account number (if any).

(2) Describe the error or EFT you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.

(3) 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 10 Business Days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your Secured Account within 10 Business Days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Secured Account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 days to credit your account for the amount you think is in error.

We will tell you the results within 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.

C6. Our Liability for Failure to Make a Transfer. If we do not complete an EFT to or from your account on time or in the correct amount, 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 money in your Secured Account to make the EFT.
- If a system or terminal you use to make an EFT was not working properly and you knew about the breakdown when you started the EFT.
- If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
- There may be other exceptions stated in our Credit Card Agreement with you.

D. Confidentiality.
We will disclose information to third parties about your Secured Account or the EFTs you make:

(1) Where it is necessary for completing EFTs;

(2) In order to verify the existence and condition of your Secured Account for a third party, such as a credit bureau;

(3) In order to comply with government agency or court orders; or

(4) If you give us your written permission.

E. 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.

F. 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 Secured Account 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 Secured Account Agreement that have arisen before the effective date of such termination.

IV. LEGAL PROCESSES, DISPUTE RIGHTS AND ARBITRATION AGREEMENT

A. Legal Processes Affecting the Secured Account

If legal action, such as a garnishment, levy, or other state of federal legal process ("Legal Process"), is brought against your Secured Account, we may refuse to permit (or may limit) withdrawals or transfers from your Secured 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 Secured 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 Secured Account. We may charge these expenses to your Secured Account. Until we receive the appropriate court documents, we may continue to process transactions against your Secured Account, even if we have received an unofficial notification of an adverse claim. You will indemnify us for any losses if we do this.

B. Arbitration Agreement and Waivers

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION

1) 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.

2) 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 Secured 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, 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 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.

3) 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 Secured 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.

4) 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 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.

5) 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 Secured 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 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 Secured 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).

6) 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.

7) 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.

8) 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).

9) 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.

10) 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 Arbitration" below.

11) 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.

12) 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.

13) 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 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. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law.

14) 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 meditation 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. TRUTH IN SAVINGS DISCLOSURES

- **The Secured Account is not an interest-bearing account. No interest will be paid.**
- **Minimum Balance Requirements.** There is no initial deposit required to open a Secured Account. No fee is imposed connected to a minimum balance requirement as there is no minimum balance required to open a Secured Account.
- **Transaction Limitations.** Minimum and maximum withdrawal limitations apply. See Sections II.G. and III above, for information regarding limits on transactions.

VI. ADDITIONAL TERMS APPLICABLE TO THIS AGREEMENT

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 PERMITTED BY 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 Secured 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 Secured Account (as defined above).

D. Power of Attorney/Agents

You may give another person authority to make transactions on your Secured 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 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. Our Relationship With You

This Agreement and the deposit relationship do not create a fiduciary relationship.

F. Privacy Policy

Our privacy policy is available at www.current.com and is considered part of this Agreement.

G. No Waiver of Rights

If we fail to exercise or waive a right with respect to your Secured 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.

H. Assignment

Your Secured 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 yourSecured Account to a third party at any time without your consent and without notice, unless required by applicable law.

I. Member Services

For member service assistance or additional information regarding your Secured 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: Monday through Friday, 9 a.m. to 6 p.m. ET.

J. 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.

K. 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 Secured Account.

L. 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.