Fee-Free Overdraft Terms

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Fee-Free Overdraft is an optional service that enables you to make transactions with your Card associated with your Current Account ("Eligible Transactions") for which you do not have sufficient available balance, and overdraw your Current Account. The Fee-Free Overdraft Terms are contained within the Current - Cross River Deposit Account Agreement, and this document is a copy of such Terms that is provided for your convenience. Any capitalized terms used but not defined in these Fee-Free Overdraft Terms will have the meanings assigned to them by the Current - Cross River Deposit Account Agreement.

1. Overview

Current Accountholders are eligible to opt in to the Current Fee-Free Overdraft program ("Fee-Free Overdraft"). Fee-Free Overdraft may also be referred to as "Overdrive" in the Current Mobile App or website. This is an optional program which requires you to opt in if you wish to participate. By enrolling in Fee-Free Overdraft, you agree to be bound to the terms in this section ("Fee-Free Overdraft Terms"). For any questions regarding these Fee-Free Overdraft Terms or use of the Fee-Free Overdraft feature, you may contact us by chatting with us in the Current Mobile App, by emailing us at support@current.com, or by calling us at 1888-851-1172. **This feature is not available to Teen Accountholders.**

2. Association with Other Products

As a condition of opting into Fee-Free Overdraft, you acknowledge that additional agreements are in place that govern your relationship with Current, including, but not limited to, the Current Deposit Account Agreement, the Current Privacy Policy, the Current Terms of Service, and the Electronic Communications Agreement (collectively, the "Related Agreements"), each of which is hereby incorporated by reference. **The terms and conditions of the Related Agreements shall continue to apply in full force. You further agree that the Arbitration provision of the Current Deposit Account Agreement shall extend to any claim, dispute, or controversy arising out of or relating in any way to: i) these Fee-Free Overdraft Terms; ii) Fee-Free Overdraft; iii) your qualification for Fee-Free Overdraft; iv) your use of Fee-Free Overdraft; v) advertisements, promotions or oral or written statements related to Fee-Free Overdraft; vi) the benefits and services related to Fee-Free Overdraft; or vii) transactions made using Fee-Free Overdraft, no matter how described, pleaded or styled.** These Fee-Free Overdraft Terms shall supplement the Related Agreements. In the event of a conflict with these Fee-Free Overdraft Terms, the Related Agreements shall control.

3. Qualifications

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

- Be 18 years of age or older;
- Maintain a Current Account in good standing;
- Receive one Eligible Payroll Deposit of at least $200.00 or more into your Current Account over the preceding 35-day period.
- "Eligible Payroll Deposits" means recurring deposits of your wages or compensation from sources such as your employer, payroll provider or government payer, including where you are acting as an independent contractor, of an amount

and frequency determined by Current in its sole discretion. Certain deposits do not qualify as Eligible Payroll Deposits for Fee-Free Overdraft, including non-direct deposit ACH transfers, inter- or intra-bank peer-to-peer transfers, transfers made to debit cards from digital wallets or P2P services (PayPal, Venmo, Cash App, Zelle, Google Pay, Facebook Pay, or other similar services), mobile check deposits, and cash deposits; and

- Continue use of the Mobile App to access your Current Account information.

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

4. Your Fee-Free Overdraft Limit

Your ability to overdraw your Current Account and have a negative balance is restricted to the amount for which you qualify (the "Limit"), which is determined by us in our sole discretion (see Qualifications above). Your Limit may be adjusted from time to time at our sole discretion. Any changes to your Limit by us will be communicated to you by email or within the Mobile App ("Notifications"). You can find your current Limit at any time by logging into the Website or Mobile App. Any attempt to conduct a transaction that would otherwise qualify as an Eligible Transaction will be restricted to the amount of your Limit that is available. If you do not want to access your available Limit in full, you may decrease your Limit voluntarily (your "Selected Limit") via the Website or Mobile App.

5. Using Fee-Free Overdraft

If you use Fee-Free Overdraft, your Current Account balance will remain negative until the balance is brought to a positive or $0 balance through a deposit. By agreeing to these Fee-Free Overdraft Terms, you authorize us to apply any deposit to your Account to cure any negative balance. Each time you conduct an Eligible Transaction, you will receive Notification that we approved the transaction, including the amount of the Eligible Transaction and the updated Limit you have remaining. We do not charge any additional interest or fees for using Fee-Free Overdraft. If a negative balance is not repaid within 60 days of the first Eligible Transaction that caused the negative balance, we may restrict or close your Account, and terminate your access to the Fee-Free Overdraft feature. If your negative balance remains for 60 days, your Account and any associated products may be closed permanently.

6. Our Rights to Repayment

You represent and warrant that you authorize us to claim funds due to us (to cure any negative balance) under these Terms. If we are unable to cure the negative balance from your Account, you may be prohibited from obtaining another product from us. We will not place the amount advanced as a debt with or sell it to a third party or report any failure to repay to a consumer reporting agency if the advance is not repaid on the scheduled date. However, we may engage in debt collection activities. For avoidance of doubt, failure to repay a negative balance will not affect your credit. Neither Bank nor Current will furnish information about you to credit reporting

agencies. However, we will use additional legal options available to us in order to collect the money you owe us.

7. Cancellation of Fee-Free Overdraft

You may cancel your use of Fee-Free Overdraft at any time. To do so, please contact us through the chat feature in the Mobile App or call us at 1-888-851-1172. If you cancel your use of Fee-Free Overdraft, we may not approve Eligible Transactions that would cause you to overdraw your Current Account, but we may continue to exercise our rights to cure any negative balance. If you continue to meet the eligibility criteria, you may re-enroll at any time. We may terminate these Terms or suspend or terminate your use of Fee-Free Overdraft if you fail to maintain your Current Account in good standing or for any reason at any time upon notice required by applicable law. This may happen if we find out you are violating these Terms or the terms of any Related Agreement. You agree that the Bank and Current are not liable to you or any third party for any costs, fees, or losses associated with the termination of your access to Fee-Free Overdraft, including but not limited to, inability to complete a purchase, insufficient funds fees, late fees, legal fees, third party charges, or any other charge.

8. Disclaimer of Warranties

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

9. Indemnification and Limitation of Liability

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

10. General Provisions

These Fee-Free Overdraft Terms represent the entire agreement among you, Bank, and Current with respect to Fee-Free Overdraft. They supersede any other communications you have with us

regarding Fee-Free Overdraft. If any part of these Fee-Free Overdraft Terms is found to be unenforceable or invalid, only that part will be removed or limited as needed, and the rest of these Fee-Free Overdraft Terms remain enforceable. All provisions of these Fee-Free Overdraft Terms which by their nature shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability. We do not waive our rights by delaying or failing to exercise them at any time.