

Current Pay Anyone Terms and Conditions

Effective: June 22, 2026

The following terms and conditions (the “Terms”) apply to your use of the Current Pay Anyone service (“Pay Anyone”) offered by Finco Services, Inc. d/b/a Current (“Current,” “we,” “our,” and “us”). “You,” “your,” and “member” refers to the individual using Pay Anyone.

Pay Anyone is an optional service offered and marketed by Current that allows a Current accountholder (“Sender”) to transfer money to an eligible individual who is not a Current accountholder (“Recipient”). By using Pay Anyone, you agree to be bound by these Terms. For any questions regarding these Terms or use of Pay Anyone, you may contact us by using the chat feature in the Current mobile application (“App”), emailing support@current.com, or calling 1-888-851-1172.

Pay Anyone is only for personal and consumer use, and is intended to allow users to send and receive money to and from friends, family, and others whom you trust. Do not use Pay Anyone to send or receive money to or from persons with whom you are not familiar with or do not trust.

Please read these Terms carefully, as they contain an arbitration agreement and other important information regarding your legal remedies and obligations, including how to resolve disputes between you and Current with respect to Pay Anyone. Among other things, Section 13 includes an agreement to arbitrate which requires, with limited exceptions, that all disputes between you and Current be resolved by binding and final arbitration, unless you opt out in accordance with Section 13(E). Section 13 also contains a class action and jury trial waiver.

1. Association with Other Agreements

If you are a Sender, you acknowledge that additional agreements may govern your use of the Current platform and your relationship with us, including but not limited to, the Pay Anyone ACH Debit Authorization Terms, the Current – Cross River Deposit Account Agreement, and the Current Privacy Policy (collectively, “Related Agreements”) are incorporated by reference and continue to apply in full force and effect. To the extent there is a discrepancy between a Related Agreement and these Terms, these Terms shall govern only with respect to your use of Pay Anyone.

If you are a Receiver, you acknowledge and agree that the terms of the [Current Privacy Policy](#) applies to your use of Pay Anyone, and that you also remain bound by the terms of your own financial institution’s agreements governing the use of the debit card (“External Debit Card”) you designate to receive the money transferred to you by the Sender via Pay Anyone. You also acknowledge that Current is not responsible for any fees charged by your own financial institution, or any fees charged by your mobile carrier in connection with your transfers through Pay Anyone.

2. Eligibility for Pay Anyone

In order to use Pay Anyone, you represent and warrant that:

- You are at least 18 years of age or older (or the age of majority consent within your relevant jurisdiction),
- All information that you provide to Current is correct, complete, and up to date in all respects, and

- Your use of Pay Anyone complies with all applicable laws, rules and regulations.

To be a Sender, you must:

- Have access to the Current mobile application (“App”),
- Have a Current – Cross River Deposit Account,
- Have the phone number of the Receiver to whom you intend to send money,
- Have the authority to authorize debits from your Current account, and
- Agree not to use Pay Anyone to send money to anyone to whom you are obligated for tax payments, payment made pursuant to court orders, fines, payments to loan sharks, gambling debts, or payments otherwise prohibited by applicable law, including the prohibited uses provided below.

To be a Receiver, you must:

- Have a personal—*i.e.*, not a business or commercial—External Debit Card,
- Have an External Debit Card that is issued or maintained by a U.S. domestic financial institution, and
- Have permission from your financial institution to receive electronic funds transfers to your External Debit Card.

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

For Senders, your access to Pay Anyone is determined by Current in its sole discretion based on your history of any Current-branded accounts and products you have, your use of Pay Anyone in the past, and other risk-based factors. Current may suspend or terminate your use of Pay Anyone at any time and without prior notice to you, unless required by applicable law, rules, or regulations. If you violate these Terms, such actions may be used as a basis to terminate your Current account.

As a Receiver, your access to Pay Anyone only allows you to receive money from Senders. Your use of Pay Anyone does not create a relationship between you and any of Current’s banking partners and does not render you a Current member.

3. How to Send Money (for Senders Only)

As a Sender, you are sending money to a Receiver who does not have a Current account. You may not send money using Pay Anyone unless the Receiver elects to participate in Pay Anyone by accepting these Terms, and Current is in no way responsible for failure or delay by a Receiver in participating in Pay Anyone. In addition, you understand that once you send money to someone through Pay Anyone and provide them with a Payment Link (as defined herein), you will not be able to stop, modify, or reverse it. You may only cancel a transfer through Pay Anyone if the person to whom you have sent the money has not yet completed the necessary steps to receive the funds. As a result, you recognize that if you transfer funds through Pay Anyone to a person you do not know, you may lose the full amount of money you send.

To send a Pay Anyone transfer to a Recipient, log in to the App and select Pay Anyone in either the Overview or Transfer tabs. Next, to select a recipient you may either tap Pay and then scroll through your contacts and tap on your intended Receiver, or enter the intended Receiver's phone number, or tap the search button (magnifying glass illustration), scroll through your contacts and tap on your intended Receiver, and then tap Pay. Finally, input the Pay Anyone transfer dollar amount you would like to send, tap Next, and then tap Agree & Confirm.

Pay Anyone transfers are automatically debited from your Current account. Pay Anyone transfers will be monitored and may be held, delayed, or blocked if, in Current's sole discretion, completing the transfer could result in fraud or another form of financial harm. Current may also require additional information to complete a Pay Anyone transfer.

It is your responsibility to ensure that the intended Receiver's information is entered accurately to ensure that the Pay Anyone transfer is sent to the correct recipient.

Each Pay Anyone transfer will incur a fee of up to 2% of the transaction, subject to a minimum fee of \$0.25 and a maximum fee of \$50 per transaction. The specific fee amount you will be charged for each Pay Anyone transfer will be disclosed to you in the App. Fees may change from time to time at our sole discretion.

Once you use Pay Anyone to send money, either: (i) Current will provide you with a hyperlink ("Payment Link") to send to your intended Receiver (in this scenario, you must send the Payment Link to your intended Receiver for them to receive the money you wish to send to them), or (ii) Current will automatically generate and send your intended Receiver a Payment Link. In any case, you represent and confirm that you have any necessary consent(s) from your intended Receiver to send them a text message or email, either from yourself or via Current.

If a Receiver does not access the Payment Link and complete the process to receive the money within seven (7) days from your confirmation of the payment, then the transfer will be cancelled, and the funds will be returned to your Current Account. It may take days after the transfer expires for the money to be returned to your Current Account. If, after a Payment Link has been created upon your initiation of a Pay Anyone transfer, the Receiver successfully opens a Current Account, that Payment Link will be cancelled and the funds you sent will automatically be transferred to the Receiver's Current Account.

There may be situations in which a Pay Anyone transfer may take additional time. For example, there may be circumstances where funds are debited from your Current account, but do not reach the intended Receiver for some technical reasons (e.g., failed payment; outage). In these circumstances, it may take additional time for the funds to reach the Receiver or to be returned.

A Pay Anyone transfer may be delayed or blocked by Current or by the financial institution that issued the Receiver's External Debit Card to prevent fraud, to comply with applicable law, or for other reasons in their respective sole discretions. However, Current has no control over or knowledge of the Receiver's actions, or the Receiver's own financial institutions' actions, that could delay or prevent the funds from being delivered by the Receiver's financial institution to the Receiver.

4. How to Receive Money (for Receivers Only)

To receive funds as a Receiver via Pay Anyone, you will initially receive a message (which may be sent through email or text message, among other methods) from the Sender with a Payment Link. In order to receive the funds, you will need to click on the Payment Link that was sent in the Sender's message you received, which will open a web page. Once you are on the web page, enter the information you are prompted to provide (which may include, but may not be limited to, your phone number, first and last names, address, and information related to the External Debit Card) in order to verify that you are the intended recipient. You must then follow the instructions to receive the funds sent to you by the Sender on the web page. If you submitted the required information and received a confirmation that the Pay Anyone transfer was successful, funds will

be credited to the bank account associated with the External Debit Card; however, the funds may not be available in your bank account for up to 30 minutes, or longer, following the Pay Anyone transfer, depending on your bank.

By providing Current with the information related to the External Debit Card you designate to receive the funds sent by the Sender via Pay Anyone, you are representing that you are the owner of the External Debit Card and its associated bank account.

FUNDS THAT ARE SENT TO YOU BY A SENDER ARE AVAILABLE TO BE CLAIMED FOR SEVEN (7) DAYS FROM THE SENDER'S CONFIRMATION OF THE PAY ANYONE TRANSFER PAYMENT. AFTER SEVEN (7) DAYS, THE PAY ANYONE TRANSFER WILL EXPIRE, AND THE FUNDS WILL AUTOMATICALLY BE TRANSFERRED BACK TO THE SENDER.

Pay Anyone Transfers will be monitored and may be held, delayed or blocked if, in Current's sole discretion, Current concludes that completing the transfer could result in a breach of these Terms, fraud, any financial harm or harm to the safety and integrity of the Pay Anyone service.

Current may require additional information from you to complete a Pay Anyone transfer, including requiring additional information from you in order to verify your identity.

In order to successfully receive Pay Anyone funds, you must ensure that the External Debit Card information you have provided via the Payment Link is entered accurately. It is your obligation as the Receiver to provide the correct External Debit Card Information. Current is not responsible for Pay Anyone transfers not received due to an error in the information entered by Receivers or additional errors unrelated to Current's platform.

Pay Anyone transfers can be made 24 hours a day, 365 days a year, regardless of holiday or weekend schedules. You acknowledge that Pay Anyone transfers may be affected or delayed by technological disruptions. You also acknowledge that Pay Anyone transfers may be subject to the limitations set forth herein.

Funds availability may depend on your financial institution that issued the External Debit Card used to complete the Pay Anyone transfer. The funds transfer transaction may appear in processing or pending status, and your available balance may not update until the transaction has been fully processed by your bank.

Current does not charge Receivers any fees to receive funds through Pay Anyone. However, Current has no responsibility for any fees that the financial institution that issued your External Debit Card, or that your mobile carrier may charge you in connection with your Pay Anyone transfers.

As a Receiver, you have the option to store your External Debit Card information with Current. By following the instructions as they appear on the Pay Anyone feature to store your External Debit Card information with Current, you are authorizing Current to store and use your External Debit Card information in order to facilitate your receipt of Pay Anyone funds in the future without re-submitting your External Debit Card information.

The [Current Privacy Policy](#) applies to your use of Pay Anyone as a Receiver, including its provisions containing data retention. For the avoidance of doubt, by agreeing to these Terms as a Receiver, pursuant to the [Current Privacy Policy](#), you acknowledge and agree that Current may retain information about you (as well as any transactions in which you may have participated) as

necessary to provide you with the Pay Anyone feature, and that Current may retain copies of information about you after your use of Pay Anyone for a period of time that is consistent with certain criteria, such as applicable law, applicable statute of limitations, or as Current believes is reasonably necessary to comply with applicable laws, regulations, legal processes, or government requests, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with your use of Pay Anyone, to assist with investigations, to enforce the Terms or other applicable agreements or policies, or to take any other actions consistent with applicable law.

5. Prohibited Uses

Pay Anyone is intended for personal, not business or commercial, use. You agree that you will not use Pay Anyone to send or receive payments in connection with your business or commercial enterprise. In addition, by using Pay Anyone, you agree that you will not engage in any conduct that (i) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory, (ii) facilitates conduct that would be considered a criminal offense, gives rise to civil liability, or violates these Terms, or (iii) in our sole discretion, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of Pay Anyone, or may expose Current or its partner banks, its affiliates, or its customers to harm, reputational risk, or liability of any nature.

We reserve the right to suspend, terminate, or otherwise restrict your use of Pay Anyone if we believe that you are using it for business or commercial purposes, or for any prohibited use as described in this Section.

6. Pay Anyone Transfer and Receipt Limits

There are limits associated with Pay Anyone for both Senders and Receivers.

We may change the below stated frequency and/or dollar send limits with or without notice as required by applicable law or regulation. Furthermore, Senders and Receivers shall not subvert or otherwise the limits below by, among other actions, using multiple devices to make or receive Pay Anyone transfers.

Transaction Party	Frequency and/or Dollar Limits
Sender	\$1,000 daily limit; \$3,000 weekly limit
Receiver	\$2,000 daily limit; \$5,000 weekly limit

7. Messaging Consent for Receivers

By providing Current with your telephone number and/or email address, YOU AGREE TO RECEIVE COMMUNICATIONS FROM US, OUR AFFILIATES, SERVICE PROVIDERS, AND AGENTS AT THAT NUMBER AND/OR AT THAT EMAIL ADDRESS, INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM (“ATDS”), AND/OR EMAILS FROM US TO CARRY OUT THE PAY ANYONE SERVICE AND FOR OUR EVERYDAY BUSINESS PURPOSES (INCLUDING, BUT NOT LIMITED TO, IDENTITY VERIFICATION). You hereby acknowledge and agree that such communications may include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, short message service (“SMS”)

messages, and calls made by an ATDS from us or our affiliates, service providers, and agents (including our service providers' agents).

You authorize your wireless carrier to use or disclose information (e.g., subscriber status, payment method) about your wireless account and your wireless device, if available, to Current or its service providers for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

Message and data rates may apply. Current and its service providers are not liable for delayed or undelivered messages. If you have any questions about your text plan or data plan, we recommend that you contact your wireless provider.

8. Liability for Pay Anyone Transfers

If you are a Sender, our liability to you in the event of a failure to complete a transfer or an unauthorized transfer made using Pay Anyone will be determined in accordance with the Current – Cross River Deposit Account Agreement and with applicable law. YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ENTERING THE CORRECT MOBILE NUMBER AND/OR EMAIL ADDRESS FOR THE RECEIVER TO WHOM YOU ARE SENDING MONEY TO, AND THAT YOU—NOT CURRENT—ARE RESPONSIBLE FOR ANY AMOUNTS THAT ARE TRANSFERRED TO THE INCORRECT PERSON AS A RESULT OF YOU ENTERING THE INCORRECT MOBILE NUMBER OR INCORRECT EMAIL ADDRESS.

If you are a Receiver, you are liable for ensuring that the information you provide to Current is complete and accurate. You are liable for accurately providing your External Debit Card information to ensure funds are transferred to your bank account. It is your obligation to provide the correct External Debit Card information. Current and/or its partner banks are not liable for Pay Anyone transfers not received due to an error in the information entered by the Receiver or additional errors unrelated to Current's platform except in cases where the Pay Anyone transfer was unauthorized, or the Pay Anyone transfer was not properly executed according to the Sender's instructions. In addition, if you are sent a Pay Anyone transfer and Current later determines in our sole discretion that the Pay Anyone transfer was invalid for any reason (for example, the Pay Anyone transfer was not authorized by the Sender), Current may block you from receiving the Pay Anyone transfer.

For both Senders and Receivers, Current will not be liable for any typos or keystroke error that you may make when using Pay Anyone.

Current will have no liability for losses or damages incurred as a result of using Pay Anyone if:

- The Sender is unsatisfied with an exchange of goods or services associated with the Pay Anyone transfer;
- The Sender does not properly complete the transfer to the Receiver's external account;
- The Sender's Current account does not contain sufficient funds to make the Pay Anyone transfer;
- The Receiver does not receive the Payment Link with instructions to provide External Debit Card information to Current;
- The Receiver does not correctly, timely, or otherwise complete the steps needed to receive the money;
- Pay Anyone is not available;

- The financial institution that issued the Receiver's External Debit Card mishandles, blocks, or delays processing or posting the funds transferred via Pay Anyone;
- Circumstances beyond Current's control (such as, but not limited to, fire or flood, power failure, critical service provider failure, computer breakdowns, telephone line disruption, government or regulatory action, pandemic, or natural disasters) prevent the completion of a Pay Anyone transfer, despite reasonable precautions that we have taken;
- We have reason to believe that a requested Pay Anyone transfer was unauthorized, fraudulent, for a prohibited use, or otherwise in violation of these Terms or applicable law.

For Senders, if you believe your Current account has been compromised or that a Pay Anyone Transfer from your Current account was completed without your permission, please contact Support at by chatting with us in the App, emailing support@current.com, or calling 1-888-851-1172 immediately.

9. Information About Your Right to Dispute Errors

For Senders, please refer to the Current – Cross River Deposit Account Agreement for information about your right to dispute any errors involving transfers made using Pay Anyone.

For Receivers, please consult the terms and conditions governing your External Debit Card to understand your rights to dispute errors with your own financial institution.

10. Cancellation, Suspension, or Termination of Service

Pay Anyone is provided by Current at its sole discretion. Current may cancel, suspend, or otherwise restrict without notice to you, in our sole discretion, your access to Pay Anyone, including if: (a) we become aware that any information you have provided to us is not correct, complete, and current in all respects; (b) we identify any anomalies in the information that you supply or in any transfers; (c) if required by legal process, court order, or government action; (d) your Current account or External Debit Card has been closed or suspended; or (e) there is or may be any cyber-incident, hack, manipulation, outage, manipulation, security compromise, virus, systemic error, force majeure or otherwise any limitation or interruption of Pay Anyone.

11. Disclaimer of Warranties

YOUR USE OF PAY ANYONE IS SOLELY AT YOUR OWN RISK. PAY ANYONE 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. CURRENT AND EACH OF ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENT, AND EMPLOYEES (AND THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES) DO NOT WARRANT THAT PAY ANYONE WILL BE AVAILABLE OR MEET THE REQUIREMENTS OF THESE TERMS AT ANY PARTICULAR TIME OR LOCATION, OR THAT PAY ANYONE AND CURRENT WEBSITE OR APP ARE SECURE OR FREE FROM ANY DEFECTS, ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

12. Indemnification; Limitation of Liability

You agree to hold harmless and indemnify Current (and its 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 Pay Anyone, 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.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT CURRENT WILL NOT BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO PAY ANYONE FOR ANY FINANCIAL OR DATA LOSS, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

13. Arbitration

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS WHETHER YOU ARE A SENDER OR A RECEIVER. IT PROVIDES THAT, WITH LIMITED EXCEPTIONS, YOU OR WE CAN DEMAND THAT ANY DISPUTE BETWEEN US MAY BE 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.

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 13 (which includes arbitration clauses as well as a jury trial waiver and class action waiver) is referred to as the Arbitration Agreement. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. In this Arbitration Agreement, "We" and "Us" mean Current and/or its successors, affiliates, assigns, employees, or any third party providing any services in connection with Pay Anyone. If you have a Dispute (as defined below) with us and are not able to resolve the Dispute informally, you and we agree that upon demand by you or us, 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, whether arising out of or relating to these Current Pay Anyone Terms (including any alleged breach), Pay Anyone, your use of Pay Anyone, any advertising, any communications, and any aspect of the relationship or transactions between you and us with respect to Pay Anyone, including claims and disputes that arose between you and us before the effective date of this Agreement (each, a "Dispute"), and you and we are not able to resolve the Dispute informally, you and we agree that upon demand by you or us, 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, you may assert individual claims in court pursuant to the exceptions set forth in the Section titled "Exceptions to Arbitration" below, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local

agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Arbitration Agreement, you and we are each waiving the right to a trial by jury or to participate in a class action. Upon election by either party, 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.

C. Parties Subject to this Arbitration Agreement

This Arbitration Agreement applies whether you are a Sender or a Receiver, and applies whether there is a claim between you and us. If a third party other than Current is also involved in a claim between you and us, or if a dispute arises between you and a third party other than Current relating to these Terms or your use of the Pay Anyone, then the claim will be decided with respect to the third party in arbitration as well, in accordance with this Arbitration Agreement, and it must be named as a party in accordance with the rules of procedure governing the arbitration.

No award or relief will be granted by the arbitrator except on behalf of, or against, a named party.

D. Exceptions to Arbitration

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

The parties' agreement not to require arbitration in these limited instances does not waive the enforceability of this Arbitration Agreement as to any other provision (including, but not limited to, the waivers provided for in Sections 13(F) and (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 (i) the effective date of these Current Pay Anyone Terms or (ii) agreeing to these Current Pay Anyone Terms for the particular Pay Anyone transaction in dispute, whichever is later. Such notice must clearly state that you wish to cancel or opt out of the Arbitration Agreement section of the Current Pay Anyone Terms and Conditions. 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 use of Pay Anyone. 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 these Current Pay Anyone Terms 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 us, or may enter into the future with us. For the avoidance of doubt, if you were bound by prior Current Pay Anyone Terms with us, opting out of this Arbitration Agreement will constitute an agreement to arbitrate Disputes with us under those prior Current Pay Anyone Terms. 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), you may reject any such change by sending us written notice within thirty (30) days of the effective date of the change. 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 WE 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 WE AGREE THAT ANY DISPUTES BETWEEN US 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 13(N) BELOW. YOU AND WE 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 SECTION 13(N).

UNLESS BOTH YOU AND WE AGREE OTHERWISE, AND EXCEPT AS SET FORTH IN SECTION 13(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 Informal Dispute Resolution

We 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, you agree to first contact us by sending an email that sets forth (a) your name and contact information (mailing address, phone number, and e-mail 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. We will likewise 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 (or such longer period as is agreed upon in writing) sent from either you or us, you and we 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, 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 avoidance of doubt, the provision of notice under this provision and good-faith participation in the informal dispute resolution period are a pre-requisite for and conditions precedent to commencing formal proceedings concerning a Dispute. Unless prohibited by law or applicable rules, an arbitration provider cannot accept or administer an arbitration, nor assess any fees, until these requirements are met. All limitations periods and filing fee(s) or deadlines applicable to the Dispute shall be tolled during this sixty-day period (or such longer period as is agreed upon in writing).

I. Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's (AAA) rules and procedures, including the AAA's Consumer Arbitration Rules, among others (collectively, the AAA Rules), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the parties to the arbitration agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, you may choose whether the arbitration

will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

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

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

J. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the Arbitration Fees) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, we will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, we will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. 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 we 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 Dispute are governed by the provisions of the Federal Arbitration Act (the "FAA") and, only to the extent any provision of that act is inapplicable, the laws of the State of New York. 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 we 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 us against you and other customers or by you and others against us 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 13(N).

If this Mass Arbitration provision is triggered, then you and we 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 these Terms, 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 matter. 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.

14. No Third-Party Beneficiaries

These Terms confer no right or benefit upon any person other than you or Current, and your and Current's legal successors.

15. Severability

Except as otherwise set forth in the Arbitration Agreement above, if any part of these Terms is found to be unenforceable or invalid, only that part will be removed or limited as needed, and the rest of these Terms remain enforceable. All provisions of these Terms which by their nature shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

16. No Waiver

We do not waive any rights by delaying or failing to exercise them at any time.

17. Modification

These Terms are subject to change or cancellation from time to time, including by adding, deleting or modifying terms, for any or no reason, and will be effective when posted on the App and Current's website. We may provide notice of changes to these Terms as and if required by applicable law. Your continued use of Pay Anyone following any changes to these Terms will constitute your agreement to and acceptance of any changes.

18. General Provisions

These Terms represent the entire agreement among you and Current with respect to Pay Anyone. They supersede any other communications you have with us regarding Pay Anyone.