

## Paycheck Advance Terms and Conditions

*Effective: April 15, 2025*

The following terms and conditions (the “Terms”) apply to your use of the Paycheck Advance service (“Paycheck Advance Service”) offered by Current through its affiliate Finco Advance LLC and our successors, affiliates, or assignees (“Current,” “we,” “our,” and “us”). “You”, “your”, and “member” refers to the individual using the Paycheck Advance Service.

The Paycheck Advance Service is an optional service offered and marketed by Current. By enrolling in the Paycheck Advance Service, you agree to be bound by these Terms. For any questions regarding these Terms or use of the Paycheck Advance Service, 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.

**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 the Paycheck Advance Service. Among other things, Section 11 includes an agreement to arbitrate which requires, with limited exceptions, that all disputes between you and Current shall be resolved by binding and final arbitration. Section 11 also contains a class action and jury trial waiver.**

### **1. Association with Other Agreements**

You acknowledge that additional agreements may govern your use of the Current platform and your relationship with us, including but not limited to, the ACH Debit Authorization and the Current Online 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 the Paycheck Advance Service.

### **2. Paycheck Advance**

The Paycheck Advance Service is an optional product that enables you, from time to time in our sole discretion, to receive an amount equal to a portion of your income in advance of your next anticipated deposit from an employer or payroll provider (“Eligible Payroll Deposit,” as more fully defined below), based on your anticipated recurring Eligible Payroll Deposits (each, a “Paycheck Advance”). Enrolling in the Paycheck Advance Service does not require a check of your credit score, and use of the Paycheck Advance Service will not affect your credit score.

**PAYCHECK ADVANCE IS NOT A LOAN. YOU HAVE NO OBLIGATION TO REPAY A PAYCHECK ADVANCE. CURRENT WILL HAVE NO LEGAL OR CONTRACTUAL CLAIM OR REMEDY AGAINST YOU BASED ON YOUR FAILURE TO REPAY A PAYCHECK ADVANCE. HOWEVER, IF YOU DO NOT REPAY A PAYCHECK ADVANCE OR CURRENT IS UNABLE TO COMPLETE A REPAYMENT OF A PAYCHECK ADVANCE THAT YOU AUTHORIZED, YOU WILL BE PREVENTED FROM ACCESSING ADDITIONAL AMOUNTS THROUGH THE PAYCHECK ADVANCE SERVICE UNTIL YOU PAY ANY OUTSTANDING PAYCHECK ADVANCE TO CURRENT. FOR MORE INFORMATION, PLEASE SEE SECTION 8 BELOW.**

### 3. Eligibility for Paycheck Advance

In order to qualify, enroll in, and use the Paycheck Advance Service, you must meet all of the following requirements:

- You must be a (i) citizen of the United States of America (“U.S.”); (ii) legal U.S. resident; or (iii) non-resident lawfully-admitted alien, who, in all events, is a natural person of at least 18 years of age or older (or the age of majority consent within your relevant jurisdiction), and have a valid residential U.S. address of residence (excluding P.O. boxes) and a valid Social Security number.
- You must have access to the Current App.
- You must have repaid each of your previous Paycheck Advances and any applicable Instant Access Fees (defined below) within 34 days from the date that the relevant Paycheck Advance settles in your Payroll Deposit Account.
- You must receive at least \$500 in Eligible Payroll Deposits into your Current Account or Current must be able to detect at least \$500 in Eligible Payroll Deposits in an external bank account maintained at a third-party financial institution that you designate in the Current App (each, a “Payroll Deposit Account”), with at least one Eligible Payroll Deposit equaling a minimum of \$200. “Eligible Payroll Deposits” means recurring deposits of your wages or compensation from sources such as your employer, payroll provider or government payer, including where you are acting as an independent contractor, of an amount and frequency determined by Current in its sole discretion. Certain deposits do not qualify as Eligible Payroll Deposits for the Paycheck Advance Service, including non-direct deposit ACH transfers, inter- or intra-bank peer-to-peer transfers, transfers made to debit cards from digital wallets or P2P services (PayPal, Venmo, Cash App, Zelle, Google Pay, Facebook Pay, or other similar services), mobile check deposits, and cash deposits. Current may, in its sole discretion, choose to provide you a Paycheck Advance before Eligible Payroll Deposits are detected, but choosing to do so shall not constitute a permanent waiver of this eligibility requirement.
- If you qualify for Paycheck Advance via an external Payroll Deposit Account, you must link an active debit card associated with that Payroll Deposit Account.
- You do not live in one of the following states, territories, or districts: Connecticut, Maryland, Nevada, or the District of Columbia.

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

If you initially meet the Paycheck Advance Service eligibility criteria but subsequently fail to meet such criteria, or if you fail to comply with these Terms your access to the Paycheck Advance Service may be suspended or terminated as determined by us in our sole discretion.

By enrolling in and using the Paycheck Advance Service, you represent and warrant to Current that you are the legal owner of all Payroll Deposit Accounts, that you have the right to disclose your login credentials for such Payroll Deposit Accounts if needed, and that you have the right to grant the authorizations in these Terms with regard to such Payroll Deposit Accounts. You acknowledge that Current is not responsible and is not liable for any acts, errors, or omissions by the financial institutions at which you maintain your Payroll Deposit Accounts, or for the accuracy, completeness, availability or timeliness of the information provided by such institutions, or for any investment or other decisions you make using the information provided.

#### **4. Optional Instant Access Fee**

Unless we offer and you elect to receive an expedited disbursement of your Paycheck Advance, Paycheck Advances will be processed at no additional cost to you, and the funds from a Paycheck Advance will typically be available in a Payroll Deposit Account within three (3) business days. For an additional fee (“Instant Access Fee”), you will have the option to receive an expedited disbursement of your Paycheck Advance into your Current Payroll Deposit Account. Your expedited disbursement will typically be sent within minutes of your agreement to pay the optional Instant Access Fee, but may take up to an hour. The amount of the Instant Access Fee will be shown to you on the App at the time you request a Paycheck Advance. Any Instant Access Fee you incur will be paid when you repay the Paycheck Advance. **You are not required to choose the Instant Access Fee to receive a Paycheck Advance, and you will not be charged a fee for using the Paycheck Advance Service unless you choose to pay the Instant Access Fee to receive an expedited disbursement.**

We do not guarantee the timing of receipt of any disbursed funds and do not accept responsibility for any delay in your receipt of those funds. To the extent permitted by applicable laws, you agree to waive any claims, damages, or actions, including attorneys’ fees, against us and any of our third-party partners arising in or out of any delay to promptly send or receive such amounts. If you have opted for an expedited disbursement, your sole remedy for any delay will be the reimbursement of the Instant Access Fee.

Current is not responsible for any fees charged by your Payroll Deposit Account-holding financial institutions as a result of you failing to maintain sufficient funds to repay a Paycheck Advance including, but not limited to, overdraft or insufficient funds fees.

#### **5. Authorization for Disbursements To and Debits From Your Payroll Deposit Account**

You authorize us to disburse the amount of a Paycheck Advance to a Payroll Deposit Account.

You authorize us to automatically deduct the amount of any outstanding Paycheck Advance(s) as well as any Instant Access Fee from a Payroll Deposit Account or your Current Account on or about the date of the next Eligible Payroll Deposit into a Payroll Deposit Account as well as on or about the date of any subsequent Eligible Payroll Deposits into a Payroll Deposit Account (if your preceding Eligible Payroll Deposit(s) is not sufficient to cover the amount of the outstanding Paycheck Advance) within 34 days from the date that the relevant Paycheck Advance settles in your Payroll Deposit Account.

You may also voluntarily repay your outstanding Paycheck Advance in full at any time directly in the App by contacting us using the chat feature, emailing support@current.com, or calling 1-888-851-1172.

You may withdraw your pre-authorized automatic payment authorization before your next anticipated repayment date by contacting us using the chat feature in the Current App, emailing support@current.com, or calling 1888-851-1172. You agree to notify us in time for us to have a reasonable opportunity to act upon your request, typically (3) business days (business days are Mondays through Fridays, excluding bank holidays).

If a Paycheck Advance is not repaid within 34 days, we may, at our sole discretion, restrict your

access to the Paycheck Advance Service until you repay any and all outstanding Paycheck Advance amounts that are over 34 days outstanding.

## **6. Disclosure Regarding Your Current Account, and Fee-free Overdraft**

The Paycheck Advance Service is offered by Current and is offered separately from a bank account offered by Choice Financial Group (a “Current Account”) and the Current Fee-free Overdraft (also known as “Overdrive”) also offered by Choice Financial Group in connection with a Current Account.

## **7. Limits**

The Paycheck Advance Service is designed to help you cover unexpected expenses and is not meant for regular use. The Paycheck Advance Service is subject to the following limits:

- (a) Limits on Use

Your ability to obtain a Paycheck Advance is restricted to the amount for which you qualify (the “Limit”), which is determined by us in our sole discretion and may be adjusted from time to time for each Advance, based on factors as determined by us, less any Paycheck Advance Amount already drawn and not yet repaid. These factors may include the amount and timing of your Eligible Payroll Deposits, our evaluation of the transaction history in your Payroll Deposit Accounts, and other information you provide to us. Any changes to your Limit by us will be communicated to you within the App. You can find your Limit at any time by logging into the App.

We may refuse to extend a Paycheck Advance to you if you have previously received a Paycheck Advance but have not repaid it within 34 days, or for any reason permitted by applicable law.

Subject to applicable law, we reserve the right to delay, decline or cancel any Paycheck Advance request for any reason and without notice. However, we will not decline any request for a Paycheck Advance based on any factor relating to the Instant Access Fee (including your decision of whether you choose to incur the Instant Access Fee).

- (b) Limits on Frequency

Without limiting the foregoing, we may limit the number of Paycheck Advances that you can request at any given time or over a period of time or decline to extend a Paycheck Advance to you if we reasonably believe, in our sole discretion, such refusal is necessary or advisable for legal or security reasons or to protect you, Current, and/or a third party.

## **8. No Obligation to Repay**

THERE IS NO OBLIGATION TO REPAY A PAYCHECK ADVANCE; however, we will not provide you further Paycheck Advances while any portion of a Paycheck Advance or optional Instant Access Fees, remain unpaid past 34 days.

We warrant that we have no legal or contractual claim or remedy against you based on your failure to repay in full a Paycheck Advance, or any Instant Access Fees associated with any Paycheck Advance. We will also not engage in any debt collection activities relating to any unpaid portion of any Paycheck Advance or any unpaid Instant Access Fees, place the unpaid portion of

any Paycheck Advance or any unpaid Instant Access Fees as a debt with, or sell the unpaid portion of any Paycheck Advance or any unpaid Instant Access Fees to, a third party, or report to a consumer reporting agency concerning a Paycheck Advance. We do not waive any rights we may have with respect to any fraudulent activity.

## **9. Consent to the Collection and Use of Your Information**

By entering into these Terms, you authorize us as your agent to access and obtain information about you and your Payroll Deposit Accounts, including financial transaction data, that may be necessary to evaluate your eligibility and Limit for the Paycheck Advance Service. We may obtain such information directly from your Payroll Deposit Account banks, or indirectly through our third-party service providers, and such information may be obtained from other third-party websites and databases. You agree that our third-party service providers and the operators and owners of the third-party websites and databases also will be entitled to rely on this authorization. We do not review the accuracy of the information we obtain.

## **10. Termination**

We reserve the right to stop offering the Paycheck Advance Service at any time or to terminate or restrict your access to the Paycheck Advance Service at any time, in our sole discretion, including without limitation if you (i) fail to fulfill any of the Paycheck Advance Service qualification requirements before, during, or after enrollment, or (ii) are in violation of any of the terms of the Related Agreements. Any termination or suspension of your access to the Paycheck Advance Service 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 Paycheck Advances. You agree that we are not liable to you or any third party for any costs, fees, or losses associated with the termination of your access to the Paycheck Advance Service.

In the event that we stop offering the Paycheck Advance Service, we may continue to deduct the amount of any outstanding Paycheck Advance(s) as well as any Instant Access Fee from your Eligible Payroll Deposits into your Payroll Deposit Account and/or from your Current Account to settle any outstanding Paycheck Advance transactions received by you consistent with these Terms and pursuant to any authorization in effect that you have provided us, but we will cease to approve any additional requests to receive a Paycheck Advance.

## **11. Arbitration Agreement**

**THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT 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 MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. YOU EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ARBITRATE A CLASS 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, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.**

- (a) Agreement to Arbitrate

This section 11 (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, Finco Advance LLC and/or its successors, affiliates, assigns, employees, or any third party providing any services in connection with Paycheck Advance. If you have a dispute 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

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 (i) these Terms (including any alleged breach); (ii) Paycheck Advance; (iii) your qualification for the Paycheck Advance Service; (iv) your use of the Paycheck Advance Service; (v) advertisements, promotions or oral or written statements related to the Paycheck Advance Service; (vi) the benefits and services related to the Paycheck Advance Service; or (vii) transactions made using the Paycheck Advance Service, no matter how described, pleaded or styled, and you are not able to resolve the dispute or claim informally, you and we agree that upon demand by you or us, the dispute or claim 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 small claims court, 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. 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 whenever 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 Paycheck Advance Service, 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) Exclusions

You and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court’s jurisdiction, so long as the disputes remain in such court and

advance only an individual claim for relief.

- (e) Compelling Arbitration

If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party failing will bear all costs and expenses incurred by the other in compelling arbitration.

- (f) Your Right to Opt Out

If you do not want this Arbitration Agreement to apply to your use of the Paycheck Advance Service, you may opt out by sending us written notice of your decision within thirty (30) days of enrolling for the Paycheck Advance Service. 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.

- (g) Prohibition of Class and Representative Actions and Non-Individualized Relief

**YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST CURRENT ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND CURRENT AGREE OTHERWISE, 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.**

- (h) Pre-Arbitration 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. The notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. If you do not resolve the claim with us within sixty (60) calendar days after the notice is received, you or we, as applicable, may commence an arbitration proceeding. During the 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.

- (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 (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](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 these Terms as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. 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.

- (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. Any payment of attorneys' fees will be governed by the AAA Rules.

- (k) Confidentiality

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.

- (l) Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the Prohibition of Class 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 Prohibition of



Class 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.

- (m) Governing Law

You and we agree that in our relationship arising from these Terms: (1) the parties are participating in transactions involving interstate commerce; (2) the arbitrator shall decide any dispute regarding the enforceability of this arbitration agreement; and (3) this arbitration agreement and any resulting arbitration are governed by the provisions of the FAA, and, to the extent any provision of that act is inapplicable, the laws of the State of New York (or South Carolina, for South Carolina residents) without regard to its conflict of laws rules. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law.

- (n) Future Changes to this Arbitration Agreement

Notwithstanding any provision in these Terms to the contrary, if we make any future change to this Arbitration Agreement (other than a change to the address for notice) while you are enrolled in the Paycheck Advance Service, you may reject any such change by sending us written notice within thirty (30) days 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).

- (o) Survival

This Arbitration Agreement shall survive termination, cancellations, amendment, or other expiration or conclusion of these Terms.

- (p) Mass Arbitration

If twenty-five (25) or more similar demands for arbitration are filed against us and representation of all parties is consistent or coordinated across the cases, then the parties agree that AAA's Mass Arbitration Supplementary Rules will apply. The Mass Arbitration Supplementary Rules can be found at [www.adr.org/rules](http://www.adr.org/rules). Moreover, you agree that the administration of such coordinated claims must be resolved in staged proceedings. You agree to this process even though it may delay the arbitration of your claim. If such a process is initiated in accordance with this paragraph, 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 administration of such certain claims will proceed as follows:

- *First Stage:* In the first stage, the parties will each select 25 cases (50 cases total) to be filed in arbitration and resolved individually by one or more arbitrators. If feasible, the arbitrators will be from the respective claimants' home states. If there are fewer than 50 cases, all will be filed in arbitration. In the meantime, no other cases may be filed or proceed in arbitration, and the AAA must not assess or demand payment of fees for the remaining cases or administer or accept them. The arbitrators are encouraged to resolve

the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the Parties.

- *Second Stage:* After the first stage is completed, the parties must engage in a single mediation of all remaining cases, and We will pay the mediation fee. If the parties cannot agree how to resolve the remaining cases after mediation, they will repeat the process of selecting and filing 50 cases to be resolved individually by different arbitrators, followed by mediation.
- *Third Stage:* If any claims remain after the second stage, the process will be repeated until all claims are resolved, with four differences. First, a total of 100 cases may be filed in the third and later stages. Second, the cases will be randomly selected. Third, arbitrators who decided cases in the first two stages may be appointed in later stages if different arbitrators are not available. Fourth, mediation is optional at the election of counsel for the claimants.
- Between stages, the parties will meet and confer regarding ways to improve the efficiency of the staged proceedings, including whether to increase the number of cases filed in each stage. Either party may also negotiate with AAA regarding the amount or timing of AAA fees. A process arbitrator, as outlined in AAA's Mass Arbitration Supplementary Rules, will have the authority to enforce this paragraph, including by enjoining the mass filing, the prosecution or administration of arbitrations, or the assessment or collection of AAA fees. 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 staging process in this section is not enforceable, then the cases may be filed in arbitration. 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.

The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the 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 Arbitration Administrator, 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.

## **12. Disclaimer of Warranties**

YOUR USE OF THE PAYCHECK ADVANCE SERVICE IS SOLELY AT YOUR OWN RISK. THE PAYCHECK ADVANCE SERVICE 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, AGENTS, AND EMPLOYEES (AND THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES) DO NOT WARRANT THAT THE PAYCHECK ADVANCE SERVICE WILL BE AVAILABLE OR MEET THE REQUIREMENTS OF THESE TERMS AT ANY PARTICULAR TIME OR LOCATION, OR THAT THE PAYCHECK ADVANCE SERVICE AND CURRENT WEBSITE OR APP ARE SECURE OR FREE FROM ANY DEFECTS, ERRORS,

VIRUSES, OR OTHER HARMFUL COMPONENTS.

### **13. Indemnification and 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 the Paycheck Advance Service, 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. WE WILL NOT BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE ADVANCE FEATURE FOR ANY FINANCIAL OR DATA LOSS, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

### **14. General Provisions**

These Terms represent the entire agreement among you and Current with respect to the Paycheck Advance Service. They supersede any other communications you have with us regarding the Paycheck Advance Service. 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. We do not waive rights by delaying or failing to exercise them at any time.

### **15. Regulatory**

South Carolina residents may contact the South Carolina Department of Consumer Affairs at 1-803-734-4200 or at [www.consumersc.gov](http://www.consumersc.gov) with any questions.

### **16. 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 Current App and website. We may provide notice of changes to these Terms as and if required by applicable law. Your continued use of the Paycheck Advance Service following any changes to these Terms will constitute your agreement to and acceptance of any changes.

### **17. Headings and Rules of Construction**

The headings in these Terms 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 these Terms should be construed so the singular includes the plural and the plural includes the singular.