Paycheck Advance Terms and Conditions

Effective: November 3, 2026

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 10 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 Subsection 10(e). Section 10 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. For the avoidance of doubt, you have no right to a Paycheck Advance. Current has no obligation to offer you a Paycheck Advance at any time. Current retains full discretion to offer or refuse to offer a Paycheck Advance or decline a request for a Paycheck Advance for any or no reason, except that Current shall not base its decision to offer a Paycheck Advance (nor the fees, terms, or the amount of a Paycheck Advance for which you may be eligible) based on your election or non-election of Instant Access Fees, nor upon any basis prohibited by law.

PAYCHECK ADVANCE IS NOT A LOAN. YOU HAVE NO OBLIGATION TO REPAY A PAYCHECK ADVANCE. CURRENT WILL HAVE NO LEGAL, EQUITABLE OR CONTRACTUAL CLAIM OR REMEDY AGAINST YOU BASED ON YOUR FAILURE TO

REPAY A PAYCHECK ADVANCE.

Your ability to obtain a Paycheck Advance is restricted to the amount for which you qualify (the "Available Amount"), which is determined by us in our sole discretion and may be adjusted from time to time for each Advance.

3. Your Representations and Warranties Regarding Eligibility

You represent and warrant to us that, at the time of your enrollment and each request you make for a Paycheck Advance, that:

- You are either a (i) citizen of the United States of America ("U.S."); (ii) legal U.S. resident; or (iii) non-resident lawfully-admitted alien;
- You are a natural person of at least 18 years of age or older (or the age of majority consent within the jurisdiction);
- You have a valid residential U.S. address of residence (excluding P.O. boxes) and a valid Social Security number;
- You receive an Eligible Payroll Deposit of at least $200.00 or more into your Current Account;
    - "Eligible Payroll Deposits" means recurring deposits of your wages or income 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.
- You do not live in one of the following states, territories, or districts: Connecticut, Maryland, Nevada, Wisconsin, or the District of Columbia; and
- You are the legal owner of your Current Account, you have the right to disclose your login credentials for your Current Account if needed, and you have the right to grant the authorizations in these Terms with regard to your Current Account.

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 your Current 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 Account. Your expedited disbursement will typically be sent as soon as reasonably operationally possible after your agreement to pay the optional Instant Access Fee. 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 return 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 does not solicit or accept tips, gratuities, or donations.

5. Authorization for Disbursements To and Debits From Your Current Account

You authorize us to disburse the amount of a Paycheck Advance to your Current Account.

You may also voluntarily return 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 return 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).

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 Cross River Bank (a "Current Account") and the Current Fee-free Overdraft (also known as "Overdrive") also offered by Cross River Bank in connection with a Current Account.

7. No Obligation to Repay

THERE IS NO OBLIGATION TO REPAY A PAYCHECK ADVANCE. We warrant that we have no legal, equitable 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.

8. 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 Current Account, including financial transaction data, that may be necessary to evaluate your eligibility for the Paycheck Advance Service and Paycheck Advance amounts we may offer you. We may obtain such information directly from your Current Account, 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.

9. Termination

In the event that we stop offering you 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 Current 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.

10. Arbitration Agreement

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT, WITH LIMITED EXCEPTIONS, YOU OR WE CAN DEMAND THAT ANY DISPUTE BETWEEN US 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 10 (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 (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 this Agreement (including any alleged breach), the Paycheck Advance Service, any advertising, any communications, and any aspect of the relationship or transactions between you and us with respect to Paycheck Advance, 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, as provided below, you may assert individual Disputes in small claims court, if your Dispute qualifies and remains in small claims court. Further, this Arbitration Agreement does not

preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Arbitration Agreement, you and we are each waiving the right to a trial by jury or to participate in a class action. Upon election by 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. For the avoidance of doubt, "Dispute" in the context of this Arbitration Agreement shall also include Disputes that arose or involve facts occurring before the effective date of this Agreement (including during any prior versions of the Agreement) as well as Disputes that may arise after the termination of this Agreement.

- (c) Parties Subject to this Arbitration Agreement

This Arbitration Agreement applies whenever there is a Dispute between you and us. If a third party is also involved in a Dispute between you and us, 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 10(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 the effective date of these Terms or your enrollment in the Paycheck Advance Service, whichever is later. Such notice must clearly state that you wish to cancel or opt out of the Arbitration Agreement section of this Agreement. It should include your name, address, and your signature and should be sent to us at support@current.com. This is the sole and only method by which you can opt out of this Arbitration Agreement. Your exercise of the right to opt-out will not affect any remaining terms of this Agreement and will not result in any adverse consequence to you or your use of Paycheck Advance. 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 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 Terms with us, opting out of this Arbitration Agreement will constitute an agreement to arbitrate Disputes with us under those prior 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) while you have a Current Account, you may reject any such change by sending us written notice within thirty (30) days. By rejecting any future change, you are agreeing that you will arbitrate any dispute covered by this Arbitration Agreement in accordance with the terms of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

- (f) Waiver of Jury Trial

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND 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 10(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 10(n).

UNLESS BOTH YOU AND WE AGREE OTHERWISE, AND EXCEPT AS SET FORTH IN SECTION 10(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.

- (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 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), 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.

- (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 10(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.

11. 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.

12. 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 third party 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. Nothing in this section shall be construed to limit or waive any rights, remedies, or protections that cannot be limited or waived under applicable federal, state, or local law and to the extent any provision of this section is found to exceed what is permitted by applicable law, such provision shall be limited to the minimum extent necessary to comply with such law, and the remaining provisions shall continue in full force and effect.

13. 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.

14. Regulatory

You acknowledge receiving the following disclosures at the time you requested funds: the anticipated timeline for you to receive the requested funds; the amount of funds you requested; the amount of any fee charged; the amount of funds you will receive; the account that will receive the funds; the date Current is authorized to withdraw funds from your account, including fees; any other costs.

South Carolina residents may contact the South Carolina Department of Consumer Affairs at 1-803-734-4200 or at www.consumersc.gov with any questions.

Utah residents may report complaints to the Division of Consumer Protection by calling toll-free at 1(800) 721-7233 or online at https://dcp.utah.gov.

15. 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.

16. 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.