

**CURRENT DEPOSIT ACCOUNT AGREEMENT**

PLEASE READ THIS DOCUMENT CAREFULLY

**PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN ARBITRATION AGREEMENT AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. UNLESS YOU ACT PROMPTLY TO REJECT THE ARBITRATION AGREEMENT, IT REQUIRES THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. IMPORTANTLY, THE ARBITRATION AGREEMENT INCLUDES OPT OUT PROVISIONS.**

**TABLE OF CONTENTS**

**Introduction**

- I. Deposit Account Agreement and Disclosures**
  - A. Our Agreement**
  - B. Account Basics**
  - C. General Rules Governing Deposit Accounts**
  - D. Using the Current Visa® Debit Card**
  - E. Electronic Banking Services**
- II. Electronic Fund Transfer Disclosure and Special Terms and Conditions**
- III. Truth in Savings Disclosures**
- IV. Fee Schedule**
- V. Mobile Check Deposit Policy**
- VI. Funds Availability Policy**
- VII. Choice Financial Group Privacy Notice**

## I. DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURES

### A. Our Agreement

This agreement outlines the Deposit Account Agreement (the "Agreement") related to the demand deposit account ("Account," "Current Account," or "Deposit Account,") available from Choice Financial Group, member of the Federal Deposit Insurance Corporation ("FDIC"), ("Choice", the "Bank" or "Issuer") and managed in partnership with Finco Services, Inc. dba Current ("Current"). "We", "our", and "us" refer to the Bank, our successors, affiliates, or assignees. "You", "your", and "member" refer to the owner of the Deposit Account. "Account" may refer to a Premium Account, Basic Account, or Teen Account, as selected by you at account opening. This agreement will outline the distinctions between the features available to Premium, Basic, and Teen accountholders.

You may open the Current Account by using the Current mobile banking application (the "Mobile App"). The Current Account is not designed for business use, and we may close the Current Account if we determine it is being used for business purposes. We may refuse to process any transaction(s) that we believe may violate the terms of this Agreement.

#### **Business Days**

Our business days are Monday through Friday, excluding federal holidays (even if we are open). Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

### B. Account Basics

#### 1. Who is Eligible for a Current Account?

- The Current Premium or Basic Account is available to citizens and permanent residents of the fifty (50) United States and the District of Columbia ("U.S.") who are at least 18 years of age with a valid Social Security number. You must agree to accept electronic, rather than paper statements and disclosures - this means; (i) you must keep us supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and monthly electronic statements).
- The Current Teen Account is available to citizens and permanent residents of the U.S. The Current Teen Account allows parents or legal guardians to open a Teen Account and authorize their minor teen child to use the Account and associated Card. To sign up for the Current Teen Account, a parent (who is at least 18 years of age (or the age of majority in your state) and has a valid Social Security number), must download the Current mobile app and read and agree to the Terms and Deposit Account Agreement. Teens will then have to separately download the mobile app on their respective phone device after the Parent has signed up and authorized their use of the Current Teen Account and an associated Current debit card. This section and this Agreement outline the responsibilities of you, the Parent.
- You must agree to accept electronic, rather than paper statements and disclosures - this means; (i) you must keep us supplied with your valid email address and telephone number and notify us of any changes to that information; and (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and monthly electronic statements).
- We may use information from third parties to help us determine if you are eligible to open a Current Account.

#### 2. Opening an Account

**Important information about procedures for opening a new Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: When you open an Account, we will ask for your name, address,**

**date of birth, Social Security number, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents.**

**3. The Current Account** consists of the online transaction demand deposit account ("Account" or "Current Account") used to make payments and transfers to third parties online or through the use of a Current Visa® Debit Card ("Card") that is automatically issued with the Account.

**4. Account Titling and Ownership**

The Current Account may only be owned and titled in the name of one person who may deposit, transfer, or withdraw funds. The Current Account cannot be owned or titled jointly, by an organization, as Payable on Death ("POD") or "In Trust For" ("ITF").

**5. Death or Incapacitation**

You or your appointed party, designee, or appointed individual agree to notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from your Current Account until we are: (a) notified of your death or adjudication of incompetency and (b) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death, we may pay or process transactions on your Current Account on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in the Current Account. We may require additional documentation to confirm any claims made on the Current Account.

**6. Power of Attorney**

You may give another person authority to make transactions on your Current Account by giving power of attorney to another individual. The account owner and person executing power of attorney over a deposit account is known as the "Principal." The person granted Power of Attorney for the Principal is known as the "Agent." Do not sign a power of attorney, unless you trust the Agent to act in your best interest. We have no liability when we follow or refuse to follow any instructions from an Agent, for example, if your Agent misuses the authority you have given them. We may rely on a copy of an original power of attorney. We are not required to investigate the facts relating to any power of attorney provided to us on our behalf, including whether your signature on the power of attorney is authentic or whether the Agent continues to have authority. We may follow or refuse to follow the Agent's instructions at any time, including if we suspect fraud or abuse on your Current Account, unless applicable law requires otherwise. If you choose to add an Agent, you must provide a power of attorney form that we agree to accept. We may refuse to accept a power of attorney for reasonable cause, and we may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible for providing us with any information, if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until (a) we receive written revocation from the Principal; (b) we receive written notification of the Principal's death, or (c) we receive written notification of the death or incapacity of the Agent.

**7. Our Relationship with You**

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

**8. Privacy Policy**

Our privacy policy is available at [www.current.com](http://www.current.com) (our "Website") and is considered part of this Agreement.

**C. General Rules Governing Deposit Accounts**

The Account and your obligations under this Agreement may not be assigned. Any permitted assignment of your Current Account is subject to our set off rights. We may transfer our rights under this Agreement. This Agreement will be binding on your personal representative, executors, administrators, and successors and our successors and assigns. Use of the Current Account is subject to all applicable rules and customs of any clearinghouse, payment card network, or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be

invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected, and you and we agree to replace such unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable as so modified.

**1. Deposits to the Account (Excluding Mobile Check Deposits)**

Make deposits to your Current Account using any of these methods:

Transaction Type	Frequency and/or Dollar Limits
Direct deposits or ACH Transfers initiated from an outside financial institution*	No limit to the number of times per day No maximum dollar limit
Deposits using a third party or external debit card (no gift cards or credit cards) from an outside financial institution*	Up to \$5,000 per day
InComm Cash Loads** Available within two (2) hours after loading	\$500.00 per load; \$1,000.00 per day; \$10,000 per calendar month
ACH Transfers to the Current Account using the Mobile App or Website	Up to \$5,000.00 per day
<p><b>*Direct deposits or credits using an external debit card from an outside financial institution:</b> The recipient's name on any such deposits we receive must match the name of the account holder. Any such deposits received in a name other than the name registered to the Current Account will be returned to the originator. Other additional matching criteria for direct deposits or credits using an external debit card may be used at our discretion. Deposits using an external debit card from an outside financial institution will be available within minutes of a successful transaction.</p> <p><b>**Third party money transfer</b> services used to load funds to your Current Account may impose their own fees, per transaction, daily, weekly, or monthly limits on the frequency or amount of cash you may load to the Current Account.</p>	

**IMPORTANT:** If your Current Account number changes, you must immediately notify your employer or any other payors. You must provide them with the new Current Account number to ensure that your direct deposit activity continues uninterrupted.

**2. No Cash, Paper Checks, or Foreign Currency**

We are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us.

- **Cash** - We do not accept deposits made in cash. If you mail a cash deposit, the cash will be sent back to the address we have for you on file.
- **Paper Checks** - Personal checks, cashiers checks, and money orders may not be deposited by mail. All checks and money orders sent to us for deposit will be returned, unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be deposited to the Account at our discretion.
- **Foreign Currency** - We do not accept deposits in foreign currency. Any deposit received in foreign currency, cash or check, will be sent back to the address we have for you on file.

**3. Funds Availability**

Please refer to Section VI labeled, "*Funds Availability Policy*" for additional information.

**4. Preauthorized Transfers**

Your Current Account number and bank routing number can be used for preauthorized direct debits ("ACH Debits") from merchants, Internet service or other utility service providers ("Merchants"), and for the purpose of initiating direct deposits to your Current Account. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association ("NACHA"), and you agree to comply with the NACHA rules. Detailed information regarding preauthorized transfers is available in Section II, labeled "*Electronic Fund Transfer Disclosure and Special Terms and Conditions*".

**IMPORTANT:** If your Current Account number changes you must immediately notify merchants. You must provide them with the new Current Account number to ensure that the ACH Debit activity continues uninterrupted.

**5. Problems That Could Occur with Deposits**

Overpayments and Reversals. If funds are deposited or transferred into your Current Account by mistake, or funds to which you are not entitled are otherwise transferred into your Current Account, we may correct the situation by deducting the amount of the deposit from your Current Account without prior notice to you. If there are not enough funds in your Current Account at that time, your Current Account could become overdrawn. See the “*Right to Set Off*” and “*No Overdrafts*” for more information about your rights and responsibilities when your Current Account has a negative balance, and the “*Overdrive*” section below for more information about what could occur if your Current Account has a negative balance, for customers who are participating in the Current Overdrive program.

If you make a deposit and (a) the sending bank returns it to us unpaid; (b) the sending bank demands that we repay them because the deposit was unauthorized; or (c) the sending bank or the originator of a transfer demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and subtract the funds from your balance. If we have reason to believe that any of the events in the previous sentence has occurred or may occur or that the item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a bank-managed administrative account until we determine who is entitled to them. If you make a deposit, we may provide a confirmation of your deposit, but the amount on your deposit confirmation may not reflect the amount of funds we actually receive. We may confirm the funds you deposit and, after review, may adjust your Account for any errors including any errors on your deposit request or similar records. If we give you a confirmation for a deposit that you then cancel, the confirmation is void and you may not claim those funds.

We may refuse a deposit, or part of a deposit, at any time. We also may refuse a deposit after initially accepting it. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made.

We have the right to forward all deposited items to correspondents including all Federal Reserve Banks, and we will not be liable for default or neglect of any correspondents for loss in transit, and no correspondent will be liable except for its own negligence. You specifically authorize us or our correspondents including the Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

## **6. Right to Set Off**

If your Current Account balance becomes negative, any incoming deposit or credit to your Current Account will be applied to that negative balance. If your Current Account remains negative for sixty (60) days, we can use the funds in any of your accounts to repay the amount owed on the negative balance in your Current Account. This means, we have the right to set-off any liability, direct or contingent, past, present, or future that you owe against any account you have with us. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to us, now or in the future. We will notify you if we have exercised our right to set off.

## **7. Withdrawals**

You may withdraw or transfer all or any part of the available balance in your Account at any time, subject to any other limitations in this Agreement.

By initiating a withdrawal from your Account, using your Card, or otherwise initiating a transfer of funds from your Account, you authorize us to make the transaction you or an Authorized User selects. We may subtract from your Account balance the amount of any transaction that you, or any Authorized User, or person you or an Authorized User authorized, initiated or approved. We may require you or any Authorized User to provide us with identification, documentation or information that is acceptable to us before allowing the transaction. We may refuse any withdrawal or transfer request by any method on forms not approved by us, or that we do not specifically permit for your Account, or that does not include all information we require, or that would exceed the transaction limitations set forth in this Agreement. Even if we honor a nonconforming request, we are not required to do so later. We are not required to comply with any multiple-signature requirement, even if you have otherwise instructed us to do so.

8. **Rules for ACH Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers, as adopted in the state in which you have your Account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules, such as the NACHA Rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit your Account, we are not required to give you any notice of the payment order or credit.
9. **Processing Order.** The following Processing Order dictates the order in which we will process your transactions on your Account each Business Day. All credit transactions are processed first. Debits or withdrawals (such as ACH transactions) will be processed in the order in which they are received by us. The processing order of these items is important because if there is not enough money in your Account to pay for the items in the order they are processed in accordance with the processing order, we may decline the transaction, or it may cause an overdraft on your Account.
10. **No Overdrafts**  
Except where eligible Current Premium Accountholders have opted into the Current Overdrive Program (refer to the “Overdrive” section of this agreement for more information on this program), you are not permitted to overdraw your Current Account. If the available balance in your Current Account is not sufficient to cover any payment or withdrawal you have authorized, we can refuse to process the payment or withdrawal. If we do permit the transaction, you remain liable to us for the full amount of the transaction. If your Current Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Current Account has a negative balance for sixty-one (61) calendar days or more, your Current Account may be closed.
11. **Legal Processes Affecting Accounts**  
If legal action, such as a garnishment, levy, or other state of federal legal process (“Legal Process”), is brought against your Current Account, we may refuse to permit (or may limit) withdrawals or transfers from your Current Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such Legal Process, we have first claim to any and all funds in your Current Account. We will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as we determine to be appropriate under the circumstances without liability to you, even if any funds we may be required to pay out leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges, or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to any Legal Process on your Current Account. We may charge these expenses to your Current Account. Until we receive the appropriate court documents, we may continue to process transactions against your Current Account, even if we have received an unofficial notification of an adverse claim. You will indemnify us for any losses if we do this.
12. **Closing your Account and Restricting Account Access**  
We may close your Current Account at any time, for any reason or no reason, with or without prior notice to you. If we detect activity which is believed to be unusual, unauthorized, or unlawful, we can restrict access to or close your Current Account(s) at our sole discretion. We may require you and/or other parties to produce information, documentation, or other materials to support a review of your account activity. Funds on deposit in any account with us may be held at our discretion until the nature and purpose of activity is properly verified.

You may request to close your Account at any time by chatting with us in the Mobile App or calling us at 1-888-851-1172. However, we are not required to close your Account at your request if you have pending transactions, your Account is overdrawn or your Account is subject to legal process (such as a garnishment, attachment, execution, levy or similar order). In those cases, we will restrict your Account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no

longer negative, and any legal restriction has been released. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

We may restrict your Account in preparation for closing. As we do so, we will not pay any additional interest on your Account, and we may limit deposits to, or withdrawals from, your Account. We may send you written notice that we have closed or will close your Account and return the balance less any fees, claims, setoffs or other amounts. This Agreement will survive the closing of your Account and you are still responsible for obligations incurred prior to or in connection with the closing of your Account. After your Account is closed, we have no obligation to accept deposits or pay any outstanding transfer requests, but we may reopen your Account if we receive a deposit. We will have no liability for any action we take under this section.

If your Current Account is cancelled, closed, or terminated for any reason, you may request that your unused balance be returned to you via check sent to the mailing address we have in our records. For security purposes, you may be required to supply identification and address verification documentation prior to issuing a refund check. Allow up to fourteen (14) days for processing and mailing of the refund check. In the event the program is cancelled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Current Account balance, will be in the notice. Remaining Account balances greater than \$2.00 will be returned to you. You must call us to arrange for a return of any remaining balance of \$2.00 or less. A fee of up to \$2.00 may apply.

### **13. Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our Website, Mobile App, or other authorized distribution location, or by sending it to you via email or any other contact information we have for you, and any such amendment shall be effective upon such posting to that location, or on the effective date listed on the communication. You will be notified of any change in the manner provided by applicable law. We will typically notify you prior to the effective date of the change. However, if the change is made for security purposes, or if otherwise permitted by law, we can implement such change without prior notice.

### **14. Account Dormancy and Escheatment**

An account that is inactive for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment, and we may be required to send the balance in your Current Account to the state of your last known address. You will then need to apply to the state for return of your funds. We will make all reasonable efforts to contact you before transferring the remaining balance of your Current Account to the applicable state.

### **15. Statements**

Electronic statements are available to view and print in the Mobile App. Carefully review your statements each month and notify us of any errors within sixty (60) days of your statement becoming available. Please see the section labeled "*Information About Your Right to Dispute*" for more information about your right to dispute any errors that appear on your statement. Statements for each month will be made available to you in the first day of the following month. You also have a right to obtain a sixty (60) day history your Current Account transactions by calling us at 1-888-851-1172, sending us an email at support@current.com, or by writing to us at Finco Services, Inc. 217 Centre Street #180, New York, NY 10013. You will not automatically receive paper statements.

## **D. Using the Current Visa® Debit Card**

You will receive a Current Visa® Debit Card ("the Card") with your Current Account. You acknowledge and agree that the funds accessible through use of the Card is limited to the available funds of your Current Account. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of the Card. The Card is the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, and it may be cancelled, repossessed, or revoked at any time without prior notice subject to applicable law.

### **1. Activate The Card**

You must activate the Card before it can be used. You may activate it by calling 1-866-589-3051 or through the Mobile App. You will need to provide personal information in order for us to verify your identity.

## **2. Personal Identification Number**

You will not receive a Personal Identification Number (“PIN”) with your Card. However, you will be prompted to select a PIN when you activate it. See the activation instructions in the “*Activate The Card*” section. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the section labeled “*Your Liability for Unauthorized Transfers.*”

## **3. Authorized Card or Current Account Users**

You are responsible for all authorized transactions initiated and fees incurred by use of the Card or Current Account. If you permit another person to have access to your Card, Card number(s), Current Account number(s), multi-factor authentication code or PIN, we will treat this as if you have authorized such use, and you will be liable for all transactions and fees incurred by those persons (each an “Authorized User”). You are wholly responsible for the use of your Current Account according to the terms and conditions of this Agreement. Current will NEVER ask you for your multi-factor authentication or PIN, nor should you ever provide this information to anyone who is not authorized to use your card or account.

For Teen Accounts, you (parent) will designate your minor child as an Authorized User for the Current Account and associated Card. By doing so, you designate the Authorized User to conduct transactions on your behalf. We may require you to submit certain information about each person you request to make an Authorized User. We may refuse your request to add an Authorized User to your Account for any reason, or limit the amount of Authorized Users you may have on your Current Account. You understand and agree that Authorized User will have access to certain information about your Account and will be permitted to make transactions using your Current Account and any associated Card. You are responsible for all activity conducted on the Card or Current Account by an Authorized User, and all actions, omissions, and transactions Authorized Users make will be treated as if you had made it yourself. In addition, you will be responsible for all transactions and activity conducted on your Account or any associated Card by any person that you or any Authorized User gives access or permission to use your Account or Card, even if they exceed that authority, or you did not want, or agree to that use. You are solely responsible for monitoring an Authorized User’s use of the Account and Card, and ensuring that the Authorized User does not use the Account or Card in violation of this Agreement, applicable law, or any authority you grant to them. We may also limit the ability of an Authorized User to use the Account or a Card. You do not give up any rights to act on the Account, and the Authorized User may not in any manner affect the rights of the owner or beneficiaries, if any, other than by using the Card and making transactions on the Account. We undertake no obligation to monitor transactions to determine that they are on your behalf. Each Authorized User’s authority may be automatically terminated by the death of any owner of the Account. However, we may continue to honor the transactions of the Authorized User until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge.

If you want to remove an Authorized User from your Account, you must contact us and request their removal. You also must immediately destroy all Cards in their possession, change or destroy any other access credentials they may use to access your Account, and cancel any arrangements, such as automatic or scheduled transactions, they may have set up on your Account. The Authorized User will be able to use your Account until we receive the request to remove the Authorized User from your Account and we have acted on your notice. During this time, you will still be responsible for all transactions the Authorized User makes using your Account. You will be responsible even if these transactions do not appear on or post to your Account until after you remove the Authorized User from the Account. We reserve the right to remove any Authorized User from your Account for any reason. When you or we remove an Authorized User for any reason, we may revoke the Authorized User’s Card, issue you a new Card with a different number, close your Account, issue a new Account with a new account number, and/or require you to change other access credentials.

## **4. Secondary Cardholder**



Except for Cards issued to Authorized Users of Teen Accounts, you may not request an additional Card for another person.

**5. Your Representations and Warranties**

By activating the Card or by retaining, using, or authorizing the use of the Card provided with the Current Account, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the U.S. or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Current Account is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

**6. Cash Access and Transaction Limitations**

With your PIN, you may use the Card to obtain cash from your Current Account at any Automated Teller Machine (“ATM”) or any Point-of-Sale (“POS”) device, as permissible by a merchant, that bears the Plus®, Allpoint®, and Maestro® Acceptance Mark(s). All ATM transactions are treated as cash withdrawal transactions. You may use the Card at an ATM and withdraw funds at a participating bank (Over The Counter “OTC” withdrawals). **ATM and OTC cash withdrawals, funds withdrawn at a POS, and purchases are all subject to the \$2,000.00 maximum amount that can be spent on the Card per day.** Your limits will not change if a card is reissued. You can contact us by emailing [support@current.com](mailto:support@current.com) or chatting with us in the Mobile App if you have any questions on your limits. These are the itemized cash access and spending limits for your Current Account:

Transaction Type	Frequency and/or Dollar Limits*
ATM Withdrawal	No Limit to the number of times per day Up to \$500.00 per day*
Cash Back at POS	No Limit to the number of times per day Up to \$500.00 per day*
Over the Counter “OTC” Withdrawals	No limit to the number of times per day Up to \$500.00 per day*
Card Purchases (Signature and PIN)	No limit to the number of times per day Up to \$2,000.00 per day
*ATM owner-operators, merchants and participating banks may impose their own lower limits on cash withdrawals.	

You may use the Card to purchase or lease goods or services everywhere Visa debit, Interlink or Maestro Cards are accepted as long as you do not exceed the available balance of your Current Account. Some merchants do not allow customers to conduct split transactions where the Card is used as partial payment for goods and services and the remainder of the balance is paid with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in the Current Account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping the Card, the Card is likely to be declined.

If you use the Card at an automated fuel dispenser (“pay at the pump”), the transaction may be preauthorized for an amount up to \$75.00 or more. If the Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a “hold” on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

All transactions relating to car rentals may result in a hold for that amount of funds for up to fifteen (15) days.

All transactions relating to hotels may result in a hold for that amount of funds for up to fifteen (15) days.

If you use the 16-digit Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons,

there are additional limits on the amount, type or number of transactions you can make with the Card, and the types of Merchants and terminals at which you can use the Card or Current Account. To protect the security of your Current Account and our systems, we may not disclose these limits or when these limits change, unless required by applicable law. The Card cannot be redeemed for cash. You may not use the Card for online gambling or any illegal transaction.

Each time you use the Card, you authorize us to reduce the value available in the Current Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Current Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in the Current Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees. For additional information about negative balances on your Current Account, please see the sections titled “*No Overdrafts*” and “*Right to Set Off*.”

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to sixty (60) days.

Please see the section titled *Deposits to the Account (Excluding Mobile Check Deposits)* for transaction limitations on deposits to your Current Account.

## **7. Non-Visa Debit Transactions**

New procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions have been processed as a Visa debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit, Interlink, or Maestro transaction.

Merchants are responsible for and must provide you with, a clear way of choosing how to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the Interlink or Maestro network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on Interlink or Maestro network. Please refer to the section labeled “*Your Liability for Unauthorized Transfers*” for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at a point-of-sale, swipe the Card through the POS terminal, sign the receipt, or provide your 16-digit Card number for a mail order, telephone, or Internet purchase. To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal or provide your 16-digit Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

## **8. Transactions Made in Foreign Currencies**

If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the available balance of your Current Account will be converted by Visa into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the Issuer may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside the fifty (50) U.S. states and the District of Columbia are also subject to this conversion fee even if they are completed in U.S. currency.

## **9. Receipts**

You should get a receipt at the time you make a transaction using the Card. You agree to retain, verify, and reconcile your transactions and receipts.

## **10. Card Replacement**

If you need to replace the Card for any reason, except at Card expiration or reissuance following a dispute claim of unauthorized activity on your Account, you can do so under the Card Settings section of the Mobile App. Additionally, you can call 1-888-851-1172 or chat with us in the Mobile App to request a replacement

Card. A fee of \$5.00 applies for each card replacement. If you request an expedited order, a fee of \$20.00 applies for each order. If you do not have an available balance to cover this fee in your Current account, you authorize us to bill your external linked account for the amount of the associated fee. You will be required to provide personal information which may include your Current Account number, 16-digit Card number, full name, transaction history, and copies of acceptable documentation. If we mail you a replacement Card for any reason, any Card that was previously connected with your Current Account will be cancelled upon your activation of your replacement Card.

#### 11. Card Expiration

The Card will expire no sooner than the date printed on the front of it. You will not be able to use the Card after the expiration date; however, a replacement Card will automatically be mailed to you prior to the expiration of the soon-to-expire Card. If you need a Card replacement for any reason other than the Card's expiration, you may request one at any time by following the procedures in the section labeled "*Card Replacement*."

### E. Electronic Banking Services

#### 1. Current Pay Transfers

##### General Provisions

With your Current Account, you will have access to the Current Pay Person to Person Transfer Service ("Current Pay") via the Mobile App. This service allows you to send money to other Current members as well as receive money from other Current members ("Current Pay Transfers" or "Pay Transfers"). You may send money to another Current member (or request money from another Current member) by inputting the intended recipient's Nickname (the "Nickname") or by scanning their QR code using your mobile device's camera and the Pay Transfer dollar amount you would like to send (or request). Pay Transfers will be applied to the Current Account associated with the Nickname entered by the sender. Approved Pay Transfers are automatically debited from the sender's Current Account and deposited to the recipient's Current Account within seconds.

**Please note: The intended recipient must have an active Current Account in order to receive a Pay Transfer(s). If the recipient does not have an active Current Account, you will not be able to initiate a Pay Transfer to that individual.**

##### Using the Current Pay Transfer Service

To send or request a Pay Transfer(s), login to the Mobile App or Website, select the Current Pay "Pay or Request" feature and enter the intended recipient's Nickname or scan their QR code using your mobile device's camera.

You must make sure the recipient's Nickname is entered accurately to ensure the Pay Transfer is sent to the correct recipient. The obligation to pay the Pay Transfer will not be excused by an error in the information entered.

##### Nickname

By using the Current Pay Transfer service, you are representing that you are the owner of the mobile phone number or email address listed on your Current Account. If you choose to associate a Nickname with your Current Account to facilitate Pay Transfers, you consent to have the first and last name registered on your Current Account associated with the Nickname. By doing so, your first and last name may be visible to other Current members who search for you by Nickname. This will assist the sending Current member in verifying that you are the correct intended recipient of the Pay Transfer.

**Please note:** The Nickname entered during the Pay Transfer will display in your transaction history and on your statement for your reference. Additionally, if a Nickname was used to facilitate the Pay Transfer, the first name and last initial of the receiving Current member will display in your transaction history after the Pay Transfer has been processed. An optional reference field is also available to add a personalized message to the recipient. These messages will be visible in your online transaction history but will not be included on your monthly statement.

There are no fees associated with the use of the Current Pay Transfer Service.

**Mobile Carrier Information**

By registering a mobile phone number on your Current Account, you are certifying that you are the owner of the mobile phone account or have the account owner’s permission to register the mobile phone number. Your account may be closed if you attempt to access Current’s services using any prohibited device, such as Voice over IP (VoIP).

Message and data rates may apply to the use of the mobile device when using the Current Pay Transfer service via the Mobile App.

**Current Pay Transfer Limits**

Pay Transfers may be initiated at any time as long as the transfer request does not exceed the available balance in your Current Account. Current may refuse to process any transaction that exceeds any of the limits described below. If your Pay Transfer is denied because your Current Account balance is not sufficient, you are responsible for making alternate payment arrangements with the intended recipient. These are the limits associated with Pay Transfer(s):

Transaction Type	Frequency and/or Dollar Limits*
Current Pay Transfer(s)	Up to \$5,000.00 per transaction
*All Current Pay Transfer limits are subject to temporary reductions to protect the security of member Current Accounts and/or the Current Pay Transfer Service.	

**Canceling Current Pay Transfers**

Prior to sending a Pay Transfer, the sender will be prompted to confirm the transaction. Once the Pay Transfer is sent, it cannot be canceled. It is the sender’s responsibility to ensure the information is accurate prior to confirming the Pay Transfer request.

If you believe your online Current Account has been compromised or that a Pay Transfer from your Current Account was completed without your permission, please contact 1-888-851-1172 immediately. Please see Section II “*ELECTRONIC FUND TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS*” below, where your liability for unauthorized transfers from the Current Account is explained.

In case of questions related to Current Pay, please chat with us in the App or call us at 1-888-851-1172.

**2. Savings Pod Terms**

The terms of this section (“**Savings Pod Terms**”) govern use of the Savings Pods. You can opt into this feature by creating a Savings Pod within the Mobile App. Savings Pods are not considered savings accounts and are not interest bearing. No interest will be paid. There is no initial balance required to create a Savings Pod and no maximum balance. All transfers to and from the Savings Pod must be done through your Current Account. You can deposit any amount you wish when creating a Savings Pod, using available funds from your Current Account. There are no limits as to the frequency or dollar amount of transfers between your Current Account and the Savings Pod(s) Minimum and maximum withdrawal limits may apply to the Savings Pod as they otherwise would to your regular Current Account. See the section labeled “*Cash Access and Transaction Limitations*”, above, for additional information regarding limits.

**Premium Account holders:** With your Current Account, you will have the ability to set aside available funds in your Current Account into up to three (3) Savings Pods within the Mobile App.

**Basic Account accountholders:** You will have the ability to set aside funds in your Current Account in one (1) Savings Pod within the Mobile App. There are no limits as to the frequency or dollar amount of transfers between your Current Account and the Savings Pod(s).

**Teen Account accountholders:** You (the Parent) will have three (3) Savings Pods created for each teen added to your Current Account: a spending pod, a saving pod, and a giving pod.

#### **Eligibility**

All Account holders with an Account in good standing are eligible for the Savings Pods feature. Opening a Savings Pod does not require a check of your credit score. There is no minimum balance required to open a Savings Pod.

#### **Adding Funds**

To add funds to a Savings Pod, you can move money directly from your Current account, up to the available balance of your Current account.

#### **Round-Ups**

Current Accountholders can opt into a round-up feature, where debit card purchases are rounded up to the next dollar on each card swipe purchase and the difference is then transferred into the pod when the transaction settles. A debit card purchase is defined as a settled transaction using your Current card or card number. Debit card purchases do not include ATM or OTC cash withdrawals, ACH transfers, or Current Pay transfers. Users can opt-into this feature in the mobile app by navigating to a Pod and turning on the “round up debit card purchases” button. Users can also opt-out of this feature in the Mobile App. **FOR PREMIUM USERS:** You can only use the round-up feature on one pod at a time, and can select or change the pod you wish to use at any time in the Mobile App by navigating to the desired pod for the feature.

In the event of a cancellation, return, or dispute of a debit card purchase following transaction settlement and round-up activation, the round-up amount will not be reversed and will remain in the respective savings pod.

#### **Available Account Balance**

Placing funds into your Savings Pod(s) will set aside that money from your available Current Account balance. If you are attempting to debit an amount from your Current Account and do not have enough funds for the transaction, we will not release funds from your Savings Pod back to your Current Account available balance to complete the transaction. In this case, your transaction will be declined, and you will need to deposit or move funds into your Current Account to re-attempt the transaction.

#### **Account Closure**

If you elect to close your Account, your balance from all of your active Savings Pods, together with the remainder of your available balance in your Current Account at the time of Account closure, will be returned to you as set forth in the section labeled “*Closing your Account and Restricting Account Access.*”

#### **Cancellation of Savings Pods**

You may cancel your use of Savings Pods at any time. To do so, please close the desired Saving Pod(s) within the Mobile App or contact us through the chat feature in the Mobile App or call us at 1-888-851-1172. We may terminate these Savings Pod Terms or suspend or terminate your use of Savings Pods for any reason with or without notice to you. For example, this can happen if we find out you are using Savings Pods in a way that violates these Savings Pod Terms this Agreement, or our Terms of Service. We will inform you of our decision via in-app notification, phone, or email, and you can always talk to our support team if you have questions. You agree that we will not be liable to you or any third-party for any costs, fees, or losses associated with the termination of your access to Savings Pods.

### **3. Current Points Terms**

With your Current Premium or Basic Account, you will have the ability to join the Current Points program, subject to the terms in this section (“**Current Points Terms**”). “Current Points” or “Points” are earned through debit Card purchases at participating retailers and partners, and can be redeemed at the “Current Shop” within the Mobile App. The Current Shop is where Current Points can be redeemed for cash redemptions directly to your Account, or for redemption of Premium Account Subscriptions.

## **Eligibility**

To be eligible for Current Points, you must fulfill basic requirements:

- 1) You must be 18 years of age or older
- 2) You must have a Current premium or basic account in your name in good standing
- 3) You must have the Mobile App

In addition, Current may at any time and in its sole discretion, determine additional requirements or changes to existing requirements that you must fulfill in order to be eligible for Points.

Signing up for Points does not require a check of your credit score. There is no minimum balance required to enroll in Points.

If you initially fulfill the eligibility criteria and subsequently fail to fulfill such criteria, your access to Points may be suspended or terminated as determined by Current in its sole discretion, and all unredeemed Current Points will be forfeited.

## **General Provisions**

You can opt into Points by navigating to the Points section of the Mobile App where you will be prompted to opt in. Once you opt in, you will be able to see a map of participating retailers and partners in the Mobile App. The amount of Points earned at participating retailers and partners is indicated on the map. There are no fees associated with the Points program.

## **Eligible Transactions**

Transactions and participating retailers and partners locations that are eligible to earn Points will be listed in the Mobile App. Points are only available for in-store purchases made at the register at participating retailers and partners. The amount of points earned at participating retailers and partners is indicated on the map within the Mobile App. There are no minimum purchase requirements and no specific item purchase requirements to earn Points at participating retailers and partners. As the eligible transactions change, you will be made aware of changes by navigating to the map area in the Points section of the Mobile App. If you become aware of any issues regarding eligible transactions or Points earned, please contact us through the chat feature in our Mobile App or call us at 1-888-851-1172.

Points are generally calculated based on your net purchase amount and excludes taxes, fees, promotional codes, discounts, and shipping. You may not earn Points for making a purchase if you pay for that purchase using an alternative check out and/or payment method, such as Google Pay and PayPal. You may not earn Points, or you may not earn Points based on the full amount of your purchase, if you pay for all or a part of your purchase using store credit, promotional code, a gift card, prepaid card, or gift certificate. You may only accrue Rewards in connection with transactions made for personal, family or household purposes, and Rewards may not be accrued or earned on business or commercial purpose transactions.

We cannot guarantee the opportunity to earn or redeem Points at any time. Additional terms, conditions, and actions required to earn Points on each purchase may apply and may differ at each qualifying merchant.

## **When Points Are Earned**

Points are considered pending and not yet earned when charges conducted at participating retailers and partners are still pending. Points are considered settled and earned when charges at participating retailers and partners have settled, and will be displayed as "Available Points" in the Mobile App. Pending Points may take an average of 3-5 business days to settle, depending on the merchant. Within the Mobile App, you can find both your pending Points and your available Points.

For Premium Accountholders, your account will earn as many points for every \$1 in qualifying purchases, as defined in the map of the Points section in the Mobile App. For Basic Accountholders, your Account will earn one Point for every \$1 in qualifying purchases, as defined in the map of the Points section in the Mobile App.

There is no limit on the number of Points that can be earned, and Points do not expire. While transactions are still pending, the associated Points will also be pending and will not be considered part of the available Points balance.

In the case of a refund or returned transactions, Points may be deducted from your available Points balance, based on the corresponding transactions that resulted in a return or refund. For example, if you earned 100 Points on a purchase, and that purchase was later reversed or returned, we would deduct 100 Points from your Available Points. This can result in a negative Available Points balance.

There are no fees associated with the earning of Points. You may not purchase Points. Points are awarded solely for loyalty and promotional purposes.

#### **Redemption of Points**

Available Points can be redeemed in the Current Shop in the Points section of the Mobile App at any time, if there is a sufficient balance to cover the desired redemption item. Points can be redeemed for cash back deposited to your Current Account at a rate of \$1.00 for every 100 Points redeemed, or for Premium subscriptions as indicated in the Mobile App. Cash back to your Current Premium Account will be credited immediately following Points redemption. The total number of available points needed to be redeemed in exchange for an item will be displayed in the Mobile App. There are no fees associated with the redemption of Points. Points are not your property and have no cash value until and unless they are redeemed for cash and that cash is deposited and made available for your use in your Current Account.

As soon as Points are redeemed, the transaction cannot be reversed or cancelled.

#### **Account Closure**

If you elect to close your Current Account, you must redeem Points prior to Account closure, as your Available Points will be forfeited once your Account is closed. If we close your Account, the Available Points balance as of the date the Account is closed will be forfeited immediately at our sole discretion.

#### **Modification of Current Points Terms**

Current may modify these Current Points Terms or terminate the Current Points program at any time, with or without notice to you. Such modifications shall be effective as soon as the modified Terms are posted in the Mobile App or online at [www.current.com](http://www.current.com). These modifications may include, but are not limited to, changes to the rate at which you may earn or redeem Points, eligibility criteria, and the types of transactions on which Points may be earned.

#### **Cancellation of Points**

You may cancel your participation in the Current Points program at any time. To do so, please contact us through the chat feature in the Mobile App or call us at 1-888-851-1172. Current may terminate these Points Terms or suspend or terminate your use of Points for any reason at any time upon notice to you, including but not limited to if we find out you are using Points in a way that violates these Current Points Terms or this Agreement or our Terms of Service. We will inform you of our decision via in-app notification, phone, or email, and you can always talk to our support team if you have questions. You agree that we will not be liable to you or any third-party for any costs, fees, or losses associated with the termination of your access to Points. If your Current Account is closed or suspended at any time for any reason, you will automatically forfeit your Points and your participation in the Current Points program will be terminated.

#### **4. Overdrive Terms (Premium Accounts Only)**

Accountholders with a Current Premium Account are eligible to opt in to the Current Overdrive program ("Overdrive"). This is an optional program which requires you to opt in if you wish to participate. By enrolling in Overdrive, you agree to be bound to the terms in this section ("Overdrive Terms"). For any questions regarding these Overdrive Terms or use of the Overdrive feature, you may contact us by chatting with us in the Current Mobile App, by emailing us at [support@current.com](mailto:support@current.com), or by calling us at 1-888-851-1172.

#### **A. Association with Other Products**

As a condition of using Overdrive, you acknowledge that additional agreements that govern your Current Premium Account and your relationship with Bank and Current, including but not limited to, the Direct Deposit Account Agreement, Privacy Policy, and electronic communications agreement (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 Overdrive. You further agree that certain provisions found in the Related Agreements regarding any claim, dispute, or controversy against us arising out of or relating in any way to Overdrive may apply, including but not limited to: (i) arbitration; (ii) error resolution; (iii) limitation of liability; or (iv) confidentiality and data rights.

#### **B. Overdrive Program**

Overdrive is an optional service that enables you to make transactions with your debit Card associated with your Current Premium Account ("Eligible Transactions") to make transactions for which you do not have sufficient available balance, and overdraw your Current Premium Account. Eligible Transactions do not include ATM transactions, peer to peer payments, ACH payments (bill pay), or Current Pay transfers. Additionally, enrolling in Overdrive does not require a check of your credit score, and use of Overdrive will not affect your credit score.

#### **C. Qualifications**

In order to qualify and enroll in the Overdrive Feature, you must:

- Be 18 years of age or older;
- Maintain a Current Premium Account in good standing;
- Receive \$500.00 or more in Qualifying Deposits into your Current Premium Account over the preceding 30-day period. A "Qualifying Deposit" includes Automated Clearing House (ACH) direct deposits from your employer, payroll provider, or government payer. Qualifying Deposits do not include Bank ACH transfers, inter- or intra-bank peer-to-peer transfers, transfers made to debit cards from digital wallets or P2P services (PayPal, Venmo, Cash App, Zelle, Google Pay, Facebook Pay, or other similar services) mobile check deposits, and cash deposits; and
- Continue use of the Mobile App to access your Current Premium Account information.

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

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

#### **D. Your Overdrive Limit**

Your ability to overdraw your Current Premium Account and have a negative balance is restricted to the amount for which you qualify (the "Limit"), which is determined by us in our sole discretion (see *Qualifications* above). Your Limit may be adjusted from time to time at our sole discretion. Any changes to your Limit by us will be communicated to you by email or within the Mobile App ("Notifications"). You can find your current Limit at any time by logging into the Website or Mobile App. Any attempt to conduct a transaction that would otherwise qualify as an Eligible Transaction will be restricted to the amount of your Limit that is available.

If you do not want to access your available Limit in full, you may decrease your Limit voluntarily (your "Selected Limit") via the Website or Mobile App.

#### **E. Using Overdrive**

If you use Overdrive, your Current Premium Account balance will remain negative until the balance is brought to a positive or \$0 balance through a deposit. By agreeing to these Terms, you authorize us to apply any deposit to your Account to cure any negative balance. Each time you conduct an Eligible Transaction, you will receive Notification that we approved the transaction, including the amount of the



Eligible Transaction and the updated Limit you have remaining. We do not charge any additional interest or fees for using Overdrive.

If a negative balance is not repaid within 60 days of the first Eligible Transaction that caused the negative balance, we may restrict or close your Account, and terminate your access to the Overdrive feature. If your negative balance remains for 60 days, your Account and any associated products may be closed permanently.

#### **F. Our Rights to Repayment**

You represent and warrant that you authorize us to claim funds due to us (to cure any negative balance) under these Terms. If we are unable to cure the negative balance from your Account, you may be prohibited from obtaining another product from us. We will not place the amount advanced as a debt with or sell it to a third party or report any failure to repay to a consumer reporting agency if the advance is not repaid on the scheduled date. However, we may engage in debt collection activities.

For avoidance of doubt, failure to repay a negative balance will not affect your credit. Neither Bank nor Current will furnish information about you to credit reporting agencies. However, we will use additional legal options available to us in order to collect the money you owe us.

#### **G. Cancellation of Overdrive**

You may cancel your use of Overdrive at any time. To do so, please contact us through the chat feature in the Mobile App or call us at 1-888-851-1172. If you cancel your use of Overdrive, we may not approve Eligible Transactions that would cause you to overdraw your Current Account, but we may continue to exercise our rights to cure any negative balance. If you continue to meet the eligibility criteria, you may re-enroll at any time.

We may terminate these Terms or suspend or terminate your use of Overdrive if you fail to maintain your Current Premium Account in good standing or for any reason at any time upon notice required by applicable law. This may happen if we find out you are violating these Terms or the terms of any Related Agreement. You agree that the Bank and Current are not be liable to you or any third party for any costs, fees, or losses associated with the termination of your access to Overdrive, including but not limited to, inability to complete a purchase, insufficient funds fees, late fees, legal fees, third party charges, or any other charge.

#### **H. Disclaimer of Warranties**

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

#### **I. Indemnification and Limitation of Liability**

You agree to hold harmless and indemnify Bank and Current (and their subsidiaries, affiliates, officers, agents, and employees) from and against any claim, suit, or action arising from or in any way related to your use of Overdrive, or your violation of these Terms, including any liability or expense arising from all claims, losses, damages, suits, judgments, litigation costs, and attorneys' fees, of every kind and nature. You further indemnify and hold Bank and Current harmless from any claims by any other stakeholder to the funds held in your Account that we may need to cure any negative balance. WE WILL NOT BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE OVERDRIVE FEATURE FOR

ANY FINANCIAL OR DATA LOSS, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

**J. General Provisions**

These Terms represent the entire agreement among you, Bank, and Current with respect to Overdrive. They supersede any other communications you have with us regarding Overdrive. 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 our rights by delaying or failing to exercise them at any time.

**5. Mobile Deposit Capture**

With your Current Account, you will have access to the Mobile Deposit feature. You may load a check made out to you as the payee into your Current Account by accessing the Mobile App and selecting the “Add & Move Money Feature,” followed by the “Check Deposit” option as your source. The load process will require you to submit an image of the front and back of the check, including writing “For Mobile Deposit Only” on the back of the check. There are no fees for depositing a check through the Mobile Deposit feature. You agree to keep the checks that you deposit through the in a secure location for six months, and permanently destroy each check immediately thereafter, to ensure they are not separately deposited to us or any other financial institution.

These are the limits associated with Mobile Deposits:

Transaction Type	Frequency and/or Dollar Limits
Mobile Check Deposits	Up to \$2,000.00 per item, maximum of \$2,000.00 per day

**II. ELECTRONIC FUND TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS**

Your Current Account number and bank routing number can be used for preauthorized direct debits (“ACH Debit(s)”) from merchants, Internet service or other utility service providers (“Merchants”), and for the purpose of initiating and receiving direct deposits (“ACH Credits”) to or from your Current Account.

**Limits on ACH Debit Transactions**

**Cut-off Time.** The cut-off time for scheduling ACH transfers is 3:00pm Eastern Standard Time. Any transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day.

**ACH Debit Limits.** The limitations to the amount of funds that can be transferred from your Current Account per day are as follows:

Transaction Type	Frequency and/or Dollar Limits
ACH Debits	No limits to the number of times per day Limited to the available Current Account balance
ACH Credits initiated from the Mobile App or Website to another bank account you own*	No limit to the number of times per day Up to \$5,000.00 per day
*Acceptance of ACH Credits may vary by financial institution. Please contact the bank you wish to send funds to prior to initiating an ACH Credit to determine if restrictions apply.	

**Electronic Fund Transfer Services**

The following terms are used to describe Electronic Fund Transfer (“EFT”) services. “Automated credits” or “direct deposits” are deposits made to your Current Account by electronic means. “Automated debits” and “automated payments” indicate payments authorized by you to be made from your Current Account by electronic means. “Online Transfers” are the movement of funds between your Current Account by use of the Mobile App or the Website.

When you accept direct deposits or authorize automatic payments/debits or transfers to or from your Current Account, you agree to these terms and conditions.

Other relevant terms and conditions described elsewhere in the Agreement also apply as long as they are consistent with Regulation E or Section II of this Agreement.

**1. Types of Electronic Fund Transfers Available**

- a. You may make deposits to your Current Account.
- b. You may arrange with another party, such as your employer or a government agency, to electronically deposit funds on a one-time or recurring basis directly to your Current Account.
- c. You may authorize another party, such as a merchant, to make a one-time or recurring payment(s) using the Current Account and bank routing numbers, directly from your Current Account subject to the established limitations on withdrawals and transfers.
- d. You may also direct that funds be transferred from your Current Account to other external accounts you own using the transfer option in the Mobile App or Website.
- e. You may use the Card to make purchases at merchants that accept the Card or to obtain cash at ATMs, Over The Counter cash and, subject to availability, cash back at POS terminals.

Some of these services may not be available at all terminals.

**2. Limitations on Transfers, Amounts, and Frequency of Transactions**

- a. You may make cash withdrawals and POS purchases, not to exceed the established limits for your Current Account. See the section labeled “*Cash Access and Transaction Limitations*” and “*ACH Debit Limits*” for details about the limits.
- b. If your Current Account is closed, blocked, or suspended for any reason, you will not be able to transact using your Card (including at an ATM) or other features of your Current Account.

**3. Right to Receive Documentation of Electronic Fund Transfers**

- a. **Statements.** You will have access to an electronic monthly statement that can be viewed on the Website or Mobile App.
- b. **Direct Deposits or Automated Credits.** If you have arranged to have direct deposits made to your Current Account at least once every sixty (60) days from the same person or company, call 1-888-851-1172 to find out if the deposit has been made.

**4. Right to Stop Payment of Preauthorized Transfers and Procedures for Doing So**

If you have told us in advance to make regular payments out of your Current Account, you can stop any of these payments. Here’s how:

Call us at 1-888-851-1172, email us at [support@current.com](mailto:support@current.com), or use the chat feature within the Current Mobile App in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

If the merchant with whom you arranged recurring transfers from your Current Account is unable or unwilling to stop the transfer, call us at 1-888-851-1172 or email [support@current.com](mailto:support@current.com) to request a stop on such payment. Your request to stop payment must be received at least three (3) business days before the payment is scheduled to be made. Such a stop payment request will cancel a single, *i.e.* one (1) recurring payment. If you want to permanently stop all recurring payments to a specific merchant you will be required to put your request in writing and email it to [support@current.com](mailto:support@current.com) within fourteen (14) days after your notification to stop such payments. You will need to tell us: the name of the payee, the dollar amount of the payment, and the date of the payment. If written stop payment notification is not received within fourteen (14) days, the payment in question will be honored as originally authorized and future payments will not be permanently stopped.

**5. Notice of Varying Amounts**

If these regular payments may vary in amount, the person you are going to pay is required to tell you the transfer date and the amount of the transfer ten (10) days before each payment is scheduled to take

place. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set).

#### **6. Liability for Failure to Stop Payment of Preauthorized Transfer**

If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### **7. Your Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe your Card, PIN, or Current Account number has been lost or stolen, or if you believe that an electronic fund transfer has been or may be made without your permission. Telephoning us at 1-888-851-1172 is the best way of keeping your possible losses down. You could lose all the money in your Current Account, plus your maximum Overdrive limit, if applicable. If you tell us within 2 business days after you learn of the loss or theft of your Card, PIN, or Current Account number, you can lose no more than \$50 if someone used your Card, PIN, or Current Account number without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, PIN, or Current Account number, and we can prove we could have stopped someone from using your Card, PIN, or Current Account number without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. For procedures on reporting statement errors, see the section labeled "Information About Your Right to Dispute Errors", below. If you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If your Card, PIN, or Current Account number has been lost or stolen, we may close your Card and/or Current Account to keep losses down and send you a replacement Card and/or Current Account number.

Notwithstanding the above, pursuant to Visa U.S.A. Inc. Operating Regulations and Visa Zero Liability Rules, your liability for unauthorized Visa debit transactions on your Current Account is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to ATM transactions outside the U.S. You must notify us immediately of any unauthorized use.

#### **8. Our Liability for Failure to Complete Transactions**

If we do not complete a transfer to or from your Current Account or Card on time or in the correct amount according to our Agreement with you; we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1) If through no fault of ours, you do not have enough funds available in your Current Account to make the transfer;
- 2) If a merchant refuses to accept your Card or Current Account number;
- 3) If an ATM where you are making a cash withdrawal does not have enough cash;
- 4) If an electronic terminal where you are making a transaction was not working properly, and you knew about the problem when you started the transfer;
- 5) If access to your Card or Current Account has been blocked after you reported your Card or Current Account number lost or stolen;
- 6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- 7) If we have reason to believe the requested transaction is unauthorized;
- 8) If circumstances beyond our control (such as fire, flood, or computer communication failure) prevent the transfer, despite reasonable precautions that we have taken; or
- 9) Any other exception stated in our Agreement with you.

#### **9. Confidentiality**

We may disclose information to third parties about your Current Account, Card, or the transfers you make:

- 1) Where it is necessary for completing transfers;
- 2) In order to verify the existence and condition of your Current Account or Card for a third party, such as a merchant;
- 3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- 4) In order to comply with card association rules;

- 5) Investigate or enforce violations of this account agreement;
- 6) In connection with suspected or actual illegal activity, or to prevent physical harm, as detected on your application, communications with us, or your accounts;
- 7) If you consent by giving us your written permission;
- 8) To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- 9) Otherwise as necessary to fulfill our obligations under this Agreement;
- 10) As otherwise set forth in our Privacy Policy.

## **10. Information About Your Right to Dispute Errors**

### **In Case of Errors or Questions About Your Electronic Transfers**

Telephone us at 1-888-851-1172 or email us at [support@current.com](mailto:support@current.com) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we provided the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and Current Account number.
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Current Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new Current Accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Current Accounts, we may take up to twenty (20) business days to credit your Current Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you would like to request copies of the documents on which we rely during our investigation, or have further questions, please contact us at [disputes@current.com](mailto:disputes@current.com).

## **11. Member Services**

For member service assistance or additional information regarding your Current Account, please contact:

Finco Services, Inc. dba Current

[support@current.com](mailto:support@current.com)

217 Centre Street #180, New York, NY 10013

1-888-851-1172

Customer Service agents are available to answer your calls:

Monday through Friday, 9 a.m. to 6 p.m. ET

## **12. Telephone Monitoring/Recording**

We may monitor and/or record telephone calls between you and us to assure the quality of our member service team or as required by applicable.

## **13. No Warranty Regarding Goods or Services as Applicable**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Current Account.

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

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular.

#### **15. Limitation of Liability**

You agree that we, our service providers, agents, officers, directors, and employees (and the same of our service providers, subsidiaries and affiliates themselves) (collectively, the "Indemnified Parties") will not be liable for anything we do when following your instructions. In addition, the Indemnified Parties will not be liable if any such Indemnified Party does not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. To the extent you are entitled to relief under this Agreement, the total liability of the Indemnified Parties to you will not exceed \$500, except as otherwise required by applicable law. THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM. This section, labeled "*Limitation of Liability*", will survive termination of this Agreement.

#### **16. Indemnification**

You agree to indemnify and hold the Indemnified Parties harmless from and against losses arising in connection with the services provided under this Agreement, except for losses arising out of our own gross negligence or willful misconduct. You further agree to hold the Indemnified Parties harmless from losses arising out of actions taken or omitted in good faith by any Indemnified Party in reliance upon instructions from you. The Indemnified Parties are not responsible for any actions or omissions by any third party. If you give us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions and we will not be liable to you if we refuse to follow your instructions. If we do choose to follow your instructions, we may ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us. This section, labeled "*Indemnification*", will survive termination of this Agreement.

#### **17. ARBITRATION AGREEMENT**

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. YOU HAVE THE RIGHT TO OPT OUT OF THIS *ARBITRATION AGREEMENT* AS DESCRIBED BELOW.**

##### **a. Agreement to Arbitrate**

This section is referred to as the *Arbitration Agreement*. If you have a dispute with us or any other Indemnified Party and are not able to resolve the dispute informally, you and we agree that upon demand by you, we, or any other Indemnified Party, 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 or any other Indemnified Party, whether arising out of or relating to this Agreement (including any alleged breach), your Current Account or services provided under this Agreement, any advertising, any aspect of the relationship or transactions between us, and you are not able to resolve the dispute or claim informally, you and we agree that upon demand by you, we, or any other Indemnified Party, 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, such as an Indemnified Party other than the Bank or Current, is also involved in a claim between you and us, or if a dispute arises between you and an Indemnified Party other than Bank or Current relating to this Agreement or your Current Account, then the claim will be decided with respect to the third party in arbitration as well, in accordance with this *Arbitration Agreement*, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party.

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

**e. Your Right to Opt Out**

If you do not want this *Arbitration Agreement* to apply to your Current Account, you may opt out by sending us written notice of your decision within thirty (30) days of the opening of your Current Account. Such notice must clearly state that you wish to cancel or opt out of the *Arbitration Agreement* section of this Agreement. It should include your name, address, and your signature and should be sent to us at support@current.com. This is the sole and only method by which you can opt out of this *Arbitration Agreement*. Your exercise of the right to opt-out will not affect any remaining terms of this Agreement and will not result in any adverse consequence to you or your Current Account. You agree that our business records will be final and conclusive evidence with respect to whether you cancelled or opted out of this *Arbitration Agreement* in a timely and proper fashion.

**f. Prohibition of Class and Representative Actions and Non-Individualized Relief**

***YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US OR ANY OTHER INDEMNIFIED PARTY 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 WE 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.***

**g. Pre-Arbitration Dispute Resolution**

We and Indemnified Parties are always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to your satisfaction by emailing customer support at support@current.com. 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 or Indemnified Party within sixty (60) calendar days after the Notice is received, you or we or Indemnified Party, 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.

**h. 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 this Agreement 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.

**i. 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.

**j. 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.

**k. 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.

**l. Future Changes to this Arbitration Agreement**

Notwithstanding any provision in this Agreement to the contrary, 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 of the change to the Notice Address. 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).

**III. TRUTH IN SAVINGS DISCLOSURES**

- **This is not an interest-bearing account. No interest will be paid.**



- **Minimum Balance Requirements.** There is no initial deposit required to open a Current Account. You may deposit any amount you wish when opening the Current Account. No fee is imposed connected to a minimum balance requirement as there is no minimum balance required to open an Account.
- **Transaction Limitations.** Minimum and maximum withdrawal limitations apply. See the section labeled “Cash Access and Transaction Limitations”, above, for full information regarding these limits.
- **Fees.** The fees that may be charged in connection with your Current Account , the amount of each fee (or an explanation of how the fee will be determined), and the circumstances when the fee may be imposed can be found in the *FEE SCHEDULE* below.

#### IV. FEE SCHEDULE

**All fee amounts will be withdrawn from your Current Account and will be assessed as long as there is a remaining balance in your Current Account, except where prohibited by law. Any time your remaining balance is less than the fee amount being assessed, the balance of your Current Account will be applied to the fee amount resulting in a zero balance on your Current Account.**

Fee Description	Fee Amount and Frequency
Premium Subscription Fee	\$4.99 per month
Teen Subscription Fee	\$36.00 per year fee, assessed 30 days after initial sign-up.
Domestic Cash Withdrawal Fee (applies to both ATM and Over the Counter "OTC" withdrawals) *	\$2.50 (per transaction). Transactions at All-Point® network ATMs are fee-free.
Cash Load Fee	\$3.50 (per transaction at participating partners).
International Cash Withdrawal Fee* (applies to both ATM and Over the Counter "OTC" withdrawals)	\$3.00 plus the International Transaction Fee (per transaction)
International Transaction Fee	3% (of the transaction amount per transaction)
Replacement Card Fee	\$5.00 (per replacement card)
Express Mail Fee	\$20.00 (each)
<p><b>*If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Current Account.</b></p> <p><b>**Deposits made using an External Debit Card are limited to three (3) for the lifetime of your Current Account. The External Debit Card Transfer Fee does not apply to all debit cards used for deposits. To determine whether this fee will apply, please contact 1-888-851-1172 before making the transfer. Gift cards and credit cards are not eligible for this transfer feature.</b></p>	

**Collection of Subscription Fee and Replacement Card Fee / Express Mail Fee :** If there are insufficient funds in your Current Account, the Premium or Teen Subscription Fee will be withdrawn from your linked external account, pursuant to the authorization provided by the accountholder in this Agreement. If we are unable to withdraw the Monthly Fee from your Current Account or your linked external account, the funds will be withdrawn from one or more of your Sub-Account(s) that have sufficient funds on deposit to pay the balance of the outstanding Monthly Fee. As the account owner, you (the “Authorizer”) authorize Current or the Issuer to initiate one or more debit entries to the Funding Account(s) for the amounts requested by the Authorizer for purposes of funding the Account using the ACH. The Authorizer authorizes Current or the Issuer to continue to debit the linked external account(s) for requested Account funding until this authorization is revoked, which can only be done by calling 1-888-571-1172. The Authorizer understands that it may take Current or the Issuer up to three (3) business days to process such a revocation. The Authorizer acknowledges that debits to the Funding Account(s) under this authorization must comply with U.S. laws. Current will also withdraw funds from your linked external account, if there are not funds available in your Current account, to cover the Replacement Card Fee or Express Mail Fee.

#### V. MOBILE CHECK DEPOSIT AND FUNDS AVAILABILITY POLICY

### **General Provisions**

Our mobile check deposit feature ("Mobile Deposit") allows you to make deposits to your Current Account remotely by using the Mobile App to take a legible picture of the front and back of the negotiable check(s) and transmitting images of such instruments to us in compliance with our requirements. We do not accept money orders or cashier's checks, checks that have been altered or signed over to you, checks written to a business name, or checks originating from non-US banks. You cannot use a check to fund your Account for the first time. Once you have made successful deposits from another funding source, you will be able to deposit checks successfully.

Mobile check deposits must be endorsed in the same manner in which it is made payable to you. We may in our discretion accept certain government checks jointly payable to you and another person (e.g., tax refunds for jointly filed returns), but only if endorsed by all payees. All checks must include a restrictive endorsement stating "For Mobile Deposit Only or as otherwise instructed by Current. If the check image is accepted for deposit, we will notify you in app or by email. The Bank will then attempt to collect the item by presenting the image or converting the image into a digital representation of the original check. Unlike traditional check deposits, you retain the original paper check when you use Mobile Deposit. We may change, modify, add or remove functionality from Mobile Deposit at any time, with or without notice to you.

### **Eligibility**

All Current accountholders with an Account in good standing are eligible for Mobile Deposits, with the exception of new customers who cannot have their first deposit be a check deposit. Your access to Mobile Deposit is determined by us in our sole discretion based on the history of any Accounts you have, direct deposit history, and direct deposit amounts and other risk-based factors. We may suspend or terminate your use of Mobile Deposit at any time and without prior notice to you. If you violate the terms of this Agreement, such actions may be used as a basis to terminate your Account.

### **Mobile Deposit Technical Requirements**

In order to use Mobile Deposit, you must have the Mobile App and an Apple iOS or Android smartphone that is additionally equipped with a camera capable of taking photos with at least a resolution of 1600 x 1200 pixels ("2 Megapixels") (see relevant app store details for specific hardware and OS requirements).

### **Fees**

There is no fee for depositing a check via Mobile Deposit. Please note that your mobile carrier may charge you for sending and receiving data to upload check images using the Mobile App. Please check your mobile service agreement for details on applicable fees.

### **Limits and Funds Availability**

Limits may be imposed on the dollar amount or number of deposits you make through Mobile Deposit, and we may change such limits at any time at our discretion. We may in our sole discretion allow certain Mobile Deposits to exceed these limits based on the institution on which the check is drawn and other risk-based factors. Any one-time or temporary increase in limits or allowed deposits does not guarantee future increases or exemptions.

Your Mobile Deposit funds are generally made available as described below. However, we may in our sole discretion apply greater or lesser hold times based on the institution on which a check is drawn, the history of any Current Accounts you have, direct deposit history and direct deposit amounts, spending activity and other risk-based factors.

Limits may be further varied based on the length of time the Account is opened and Account spending activity. Check deposits made to a new Account are subject to a longer hold during the first thirty (30) days beginning on the calendar day that a deposit has successfully posted to your Account.

### **Dollar Limits**

Maximum of \$2,000.00 per mobile check deposit.

### **Funds Availability & Hold Times**

Mobile deposits will generally be made available no later than three (3) business days from the day of deposit acceptance. Current, in its sole discretion, may make funds available sooner or may extend the hold period beyond three (3) business days based on other factors.

### **Prohibited Checks**

We may decline to accept any check image you submit through Mobile Deposit at our sole discretion. You agree that you will not scan and attempt to deposit any of the following:

- Cashier's Checks, official bank checks, or non-USPS Money Orders;
- Travelers checks;
- Starter checks or counter checks (checks from a teller window);
- Checks payable to any person or entity other than you (i.e., third-party checks and checks made payable to a business);
- Balance transfer checks;
- Checks containing alterations, illegible items, fraudulent checks, or checks that you should have known or have reason to believe were fraudulent;
- Checks that have been previously deposited at another institution via physical item, image or electronic fund transfer;
- Checks from financial institutions located outside of the U.S.; checks that are not payable in U.S. dollars;
- Checks that are more than six (6) months old;
- Checks that are post-dated, or payable on a date in the future;
- Substitute Checks (a digital reproduction of the front and back of an original check);
- Remotely created checks (a check created by a merchant with a buyer's checking account number on it, but without the buyer's original signature); or
- Non-negotiable instruments, such as promissory notes.
- Checks drawn on your Current Account;
- Checks that have previously been presented for payment and returned unpaid;

We reserve the right to reject a Mobile Deposit if it is made payable to Current and contains no means to identify the Account to which it should be credited.

#### **Receipt of Check**

We are not responsible for check images not received or dropped during transmission. A Check image will be deemed received only when we provide you with an email or in-app notification confirming receipt of the check image. After receipt of your check image is confirmed, it will be subject to review before it is submitted for deposit and may still be rejected for any reason at our discretion. If we reject a check image received through the Mobile Deposit feature, you may contact the individual or company who issued the check, to request a new or reissued check be provided to you. If you do submit the original check for processing, we reserve the right to refuse to process it and may instead require you to have the check reissued.

We reserve the right in our sole discretion to determine the manner in which checks and check images are cleared or presented for payment and to select the clearing agents through which we clear checks and check images. You shall be bound by any clearing house agreement, operating circulars, image exchange agreements, and other rules to which we are a party or are otherwise bound. While we will provide notice as soon as practicable if we cannot accept a check for remote deposit, you acknowledge and agree that we may reject any check in our sole discretion without advance notice to you, and we will not be liable for any such rejection. If a check is dishonored, we may debit your Account for the amount of the returned item along with the related return deposited item fee, or we may redeposit the item. You agree to accept all items returned by us, regardless of form.

#### **Retention of Original Check**

Once the funds from the check image have been credited to your Account, you must mark the original check as "VOID" and retain it for sixty (60) days. You may not present the original check, or any substitute check created from the original check for payment at any other financial institution. During this sixty (60) day period, you must store the original paper check securely using precautions at least as secure as those you would use to protect a blank check. You must make the original paper check available to us for review at any time during this sixty (60) day period as necessary to facilitate the clearing and deposit process, to address third-party claims or for our own audit purposes. Should you fail to produce the original paper check, you authorize us to deduct the amount of the check in question from your Current Account, regardless of whether such action may cause your account to not have sufficient funds. Immediately after this sixty (60) day period, you must destroy the original paper check.

#### **Mobile Check Endorsements**

You will endorse any check or other item submitted for deposit exactly as it was made payable to you. If you are submitting a government check made payable to you jointly with one or more person(s), it must be endorsed by all payees. You warrant that all endorsements on items deposited to your account are genuine. Any endorsement must be placed in the one-inch area starting at the left side on the back of an item and the remaining area on the back of the item may not contain any preprinted, stamped, or handwritten information. If you fail to do this, you may be required to reimburse us for losses incurred. For any check deposited as a check image through Mobile Deposit, you must endorse the check by signing or stamping the back and including a restrictive endorsement of: "For Mobile Deposit Only" or as otherwise instructed by us before you take a picture of the check. Checks lacking proper endorsement may not be accepted for deposit.

### **Warranties**

You will comply with all applicable rules, laws and regulations. Each time you submit check images for deposit through Mobile Deposit, you also make all the warranties set forth in and subject to the terms of the Uniform Commercial Code ("UCC") for the image as if it were an item subject to the terms of the UCC. You make the following warranties and representations with respect to each image of an original check you transmit to us using Mobile Deposit:

- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check (at the time it was transmitted), without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible and accurate.
- You are only transmitting eligible checks and items you are entitled to enforce. The signatures on the original check are authentic and authorized, and the information on each check has not been altered;
- All checks and items include all signatures required for their negotiation.
- You are using Mobile Deposit only for your own deposits and have not allowed the use of the service for the benefit of any third party.
- If you are depositing a check payable to you jointly, that each other payee has endorsed the original check and authorized you to deposit the funds into your Current Account.
- Other than the digital image of an original check that you remotely deposit through Mobile Deposit, there are no other duplicate images of the original check.
- You have possession of each original check deposited using Mobile Deposit.
- You have ensured that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- The information you provided for your account remains true and accurate; and, in the event any such information changes, you will immediately notify us of the change.
- You have communicated material information to us.
- Files and images transmitted to us contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Further, you agree that with respect to each image of an original check you transmit using Mobile Deposit:

- You will not deposit, re-present, negotiate, seek to negotiate or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- No party will submit the original check for payment.

### **Mobile Deposit Funds Availability**

This section, and the availability of funds as described here, applies only to deposits made through Mobile Deposit through the Mobile App.

### **Business Days and Cutoff Time**

Our business days are Monday through Friday excluding federal holidays, even if we are open. Check images received and accepted for processing prior to 5:00 PM ET on a business day that we are open are

considered received as of that day. Otherwise, the check images will be considered received on the next business day.

### **Mobile Deposit Delays**

As indicated above, under certain circumstances, a longer hold period may apply before funds deposited by check are available. These circumstances are inclusive of but not exhaustive:

- We believe a deposited check will not be paid.
- You redeposit a check that has been previously returned unpaid.
- Your Account has had a negative balance anytime in the last six (6) months.
- We experience an emergency, such as fire, flood, failure of communication, computer or other equipment, a suspension of payments by another bank, government or regulatory action, or other exigent condition beyond our control.
- Generally, funds will be available no later than the ninth (9th) business day after the deposit is accepted for processing.

## **VI. FUNDS AVAILABILITY POLICY**

Information contained in this section is provided to assist you in understanding our Funds Availability Policy. We make funds available according to the type of deposit and when the funds are applied or credited to your Current Account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your Current Account, you may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers or payments, Bill Pay transactions, or transactions using your Card during the hold period. We have the right to refuse any deposit.

If final payment is not received on any item you have deposited into your Current Account, or if any direct deposit, ACH deposit, or Electronic Fund Transfer to your Current Account is returned to us for any reason, you agree to pay us the amount of the return, plus any fee in accordance with our Fee Schedule.

### **1. Availability**

The length of the delay in the availability of funds varies depending on the type of deposit. Special rules may apply to new Current Accounts.

### **2. Business Days**

The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your Current Account. For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included. Deposits received by midnight Eastern Time will be considered current-day deposits. Any deposits received after that time will be processed the following business day.

### **3. Same Day Availability**

Funds received from preauthorized electronic payments such as payroll direct deposits, or other preauthorized electronic payments will be available on the day the deposit is applied to your Current Account.

ACH Credits received from an external bank account will be applied to your Current Account when we have verified the external account and received payment on collected funds. Once the funds are applied to your Current Account, they will have same day availability.

### **4. Longer Availability**

Electronic transfers depositing into your Current Account initiated through the Mobile App or Website may take up to five (5) business days from the date of the initial request but will post on the payment date of the deposit once the money has reached us. All check deposits may be held for an extended period of time but no longer than nine (9) business days after deposit is received.

## **VII. CHOICE FINANCIAL GROUP PRIVACY NOTICE**

# FACTS

## WHAT DOES CHOICE FINANCIAL GROUP DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balance and payment history
- Credit history and credit scores

When you are no longer our customer, we continue to share your information as described in this notice.

### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Choice Financial Group chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information:	Does Choice Financial Group share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For non-affiliates to market to you	No	We don't share

### Questions?

Call 888.894.1357 or email [help@bankwithchoice.com](mailto:help@bankwithchoice.com)

## Who we are

Who is providing this notice?

Choice Financial Group

## What we do

How does Choice Financial Group protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Choice Financial Group collect my personal information?

We collect your personal information, for example, when you:

- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your debit or credit card

We also collect your information from credit bureaus, affiliates or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes - information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you.

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

Affiliates

Companies related by common ownership or control. They can be financial and non-financial companies.

- Choice Insurance Services, LLC – DBA Choice Insurance

Non-affiliates

Companies not related by common ownership or control. They can be financial and non-financial companies.

- Choice Financial Group does not share with non-affiliates so they can market to you.

Joint Marketing

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- Choice Financial Group does not jointly market.