

governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding. (g) Continuation: This Arbitration Provision shall survive termination of your Card as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

32. Prefunded Check Transactions ("Check Terms"). We may, in our sole discretion, allow you to use prefunded checks to access the funds in your Card Account ("Checks"). Checks must be obtained from us by calling the number on the back of your Card. Checks produced by other check printers will not be honored. By accepting and using Checks, you agree to be bound by these Check Terms, including the fees relating to the use (and misuse) of Checks as set forth in the accompanying "Schedule of Fees and Charges." When you write a Check, the legal effect will be the same as if you used the Card. Checks will remain the property of the clearing bank indicated on the face of the Check and must be surrendered upon demand. Checks are nontransferable, and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You should read and follow carefully the instructions for Check use. Prior to writing a Check, you must first contact us at 1-888-851-1172 and provide us with the number of the Check, the name of the intended payee and the requested amount of the Check. You must pre-fund each Check prior to use from the available funds in your Card Account and write the Authorization Code we provide you in the space indicated on the face of the Check. You must fill out the Check in a legible manner and date the Check the same day as you obtained the Authorization Code. If you (a) write a Check without obtaining or using a valid Authorization Code, (b) fail to fill out the Check in a legible manner or fail to date the Check on the same day you obtained the Authorization Code, or

(c) write a Check using a Check number, payee or check amount that differs from the Check number, payee or check amount you provided to us at the time you requested the Authorization Code for the Check, it will not clear and you will be charged a fee. When you authorize a Check, the funds necessary to pay the Check will be transferred from your Card Account to an FDIC insured settlement account pending presentation of the Check for payment. All funds held in the settlement account will be held in your name until the applicable Check is presented for payment. When your Check is presented for payment, the funds held in the settlement account will be used to pay the Check. Checks are valid for the period of time designated on the face of the Check. This period starts to run on the date we provide you an Authorization Code for the Check. Checks not presented to the clearing bank prior to the expiration date will be cancelled and funds will be credited back to your Card Account through our normal settlement process, less the corresponding fee to credit the funds back to your Card Account (see accompanying "Schedule of Fees and Charges" for additional information). Please note that it may take up to ten (10) Business Days for this refund to be posted to your Card Account. In some cases, an expired check may clear if presented for payment prior to processing a cancellation and refund, in which case no refund will be posted to your Card Account. You should not use the information on any Check to process an ACH debit transaction or to set up direct deposit to your Card. If you desire to stop payment on a Check, you must contact us at 1-888-851-1172. There is fee associated with a stop payment request for a Check (see accompanying "Schedule of Fees and Charges" for additional information). Although we will make every effort to accommodate a request to stop payment on a Check, stop payment requests for Checks are not guaranteed and we will have no liability for failing to stop the payment. Our ability to process a stop payment request will depend on whether the Check has been presented for payment. Payees may present Checks for payment to their bank before we have a reasonable amount of time to process your stop payment request. If we are successful in stopping a payment, it may take up to ten (10) Business Days for the funds to be credited to your Card Account.

33. Delivery of Electronic Communications The following E-Communication Disclosure ("Disclosure") applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card Account and any related products and services ("Communications"), to the extent you have consented to receiving such Communications electronically. If you have not consented and would like to receive Communications electronically from us, please visit us online at <https://current.com>

Scope of Communications to Be Provided in Electronic Form. When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Card Account and any related products or services
- Your Cardholder Agreement and any notices about a change in terms of your Cardholder Agreement
- Privacy policies and notices
- Error resolution policies and notices
- Responses to claims filed in connection with your Card Account
- Notices regarding insufficient funds or negative balances

Method of Providing Communications to You in Electronic Form. All Communications that we provide to you in electronic form will be provided either (1) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (2) by posting such Communications on our website at <https://current.com>

How to Withdraw Consent. You may withdraw your consent to receive Communications in electronic form at any time by contacting us at 1-888-851-1172 or visiting the <https://current.com> website or write to **217 Centre Street #180, New York, New York, 10013**. If you do withdraw your consent, we will close your Card Account, except where prohibited by law. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

How to Update Your Records. It is your responsibility to provide us with a true, accurate and complete e-mail address (if you have elected to receive e-mail messages from us), your contact information, and other information related to this Disclosure and your Card Account, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through <https://current.com> or by contacting us at 1-888-851-1172.

Hardware and Software Requirements. In order to access, view, and retain Communications that we make available to you electronically, you must have:

- An Internet browser that supports 2048 bit encryption
- Microsoft Internet Explorer **10** or above, or the equivalent software
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- An e-mail account with an Internet service provider and e-mail software
- A personal computer 1 GHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in via a plain text-formatted e-mail or by access to our web site using browser specified above or equivalent software.
- Adobe Reader version 2015.023.20053 or higher

Requesting Paper Copies. We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by calling 1-888-851-1172 or writing to us at **217 Centre Street #180, New York, New York, 10013** or <https://current.com>

Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

Metropolitan Commercial Bank Privacy Policy Notice:

Rev. 8/2015

FACTS	WHAT DOES METROPOLITAN COMMERCIAL BANK 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: <ul style="list-style-type: none"> • Identification Information • Account Balances • Transaction History • Account Transactions • Checking Account Information • Wire Transfer Instructions 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 Metropolitan Commercial Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Metropolitan Commercial Bank 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	Yes	No
For our affiliates' everyday business purposes information about your transactions and experiences	No	We don't share

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 1-866-363-8226 or visit www.metropolitanbankny.com	

What We Do	
How does Metropolitan Commercial Bank 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. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does Metropolitan Commercial Bank collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Open an account • Apply for financing • Show your driver's license • Provide account information • Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates or other companies
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your credit worthiness • 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. <i>Metropolitan Commercial Bank does not share with our Affiliates so they can market to you.</i>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <i>Metropolitan Commercial Bank does not share with non-affiliates so they can market to you.</i>
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <i>Our joint marketing partners include credit card account companies.</i>

Other Important Information	
For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization.	
For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.	
For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing – without your authorization.	
For Texas Customers. If you have a complaint, first contact the customer service division of Metropolitan Commercial Bank at 1-866-363-8226. If you still have an unresolved complaint regarding the company's money transmission activity, please direct your complaint to Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705, 1-877-276-5554 (toll free), www.dob.texas.gov .	
For Vermont Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization, and we will not share personal information with affiliates about your credit-worthiness without your authorization.	

Schedule of Fees and Charges:
IMPORTANT – PLEASE READ CAREFULLY

Card Usage Fees

Activation Fee	FREE
Monthly Fee	\$3.00 (per month billed annually)
Domestic Signature Transaction Fee	FREE
PIN Transaction Fee	FREE
PIN Transaction Decline Fee	FREE
U.S. ATM Withdrawal Fee	*subject to ATM operator fees

ATM Decline Fee (U.S.)	FREE
ATM Decline International Fee	FREE
International Transaction Fee	3%
International ATM Withdrawal Fee	\$3.00 *subject to additional ATM operator fee

Wired Plastic Account Services

Deposit to a U.S. Bank Account Fee	FREE
Phone Account Access SMS/Email Alerts	FREE *subject to carrier fees
Online Account Access	FREE
Call Center Customer Service Fee	FREE
Replacement Card Fee	\$5.00 (per replacement Card)
Express Mail Fee	\$10.00 (each)
Paper Statement Copy Fee	\$2.00 (each)

Adding Cash

Direct Deposit	FREE
Bank ACH Transfer	FREE
Bank Bill Pay Transfer	FREE
PayPal Transfer	N/A

Cardholder Agreement
IMPORTANT – PLEASE READ CAREFULLY

1. Terms and Conditions for the Current Prepaid Visa® Card. This document constitutes the agreement ("Agreement") outlining the terms and conditions under which the **Current** Prepaid Visa Card has been issued to you by Metropolitan Commercial Bank (Member FDIC) pursuant to a license from Visa U.S.A. Inc. "Metropolitan Commercial Bank" and "Metropolitan" are registered trademarks of Metropolitan Commercial Bank © 2014. By accepting and/or using this Card, you agree to be bound by the terms and conditions contained in this Agreement. The "Program Manager" for the **Current** Prepaid Visa Card is **Finco Services, Inc** and the Customer Service telephone number is 1-888-851-1172 or see the toll free telephone number on the back of your Card. In this Agreement, "Card" means the **Current** Prepaid Visa Card issued to you by Metropolitan Commercial Bank, including any Secondary Card(s) you may request. "Card Account" means the records we maintain to account for the value of transactions associated with the card. "You" and "your" means the person or persons who have received the Card and who are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean Metropolitan Commercial Bank, our successors, affiliates or assignees. The Card will remain the property of Metropolitan Commercial Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who obtains a Card. What this means for you: When you apply for a Card, we will ask for your name, address, date of birth, social security number or country identification number, and other information that will allow us to identify you. We also may ask to see your driver's license or other documentation bearing your photo as verification of your identity. By participating in the Card program, you warrant factual representation of the required information is accurate, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), social security number or other identification documentation, date of birth, and telephone number. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Card. In addition, funds tied to suspected illicit or illegal activity may be subject to both internal and potentially federal investigation. We reserve the right to restrict or delay your access to any such funds.

2. Your Card. The Card is a prepaid card. The Card allows you to access funds loaded or deposited to your Card Account by you or on your behalf. The funds in your Card Account will be FDIC-insured once we have been able to verify your identity. You may access the funds in your Card Account by using your Card, Card Number, by automated clearinghouse (ACH) debit using your Account Number or by writing a Prefunded Check (as described in the Section below titled "Prefunded Check Transactions"). The Card is **not** a credit card. The Card is **not** a gift card, nor is it intended for gifting purposes. You will **not** receive any interest on your funds on the Card. The funds in your Card Account will **not** expire, regardless of the expiration date on the front of your Card.

3. FEES. THE FEES RELATING TO THE USE (AND MISUSE) OF YOUR CARD ARE SET FORTH IN THE "SCHEDULE OF FEES AND CHARGES" ATTACHED TO THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. FEES INCURRED PURSUANT TO THE TERMS OF THIS AGREEMENT WILL BE WITHDRAWN FROM YOUR CARD ACCOUNT AND WILL BE ASSESSED SO LONG AS THERE IS A REMAINING BALANCE IN YOUR CARD ACCOUNT, UNLESS PROHIBITED BY LAW. You agree to pay all fees associated with the Card. We may from time to time amend the Fee Schedule, at our sole discretion as set forth in the Section of this Agreement titled, "Amendment

