

Bill Payment Terms & Conditions

Bill Pay Payment, iPay Services, is provided for the convenience of our clients by MVB Bank, Inc. (MVB). The terms "you" or "your" refers to each person(s) using or accessing iPay Services, The terms "The Bank", "we", "us", or "our" means MVB. "Payee" refers to a company that you are paying. The term "Business Day" means Monday through Friday, except for Federal Reserve holidays.

You agree to the following terms and conditions:

1. Authorization

- a) You authorize us to utilize third parties to provide the iPay Services to you on our behalf. You may use this service to make payments from your designated MVB Account(s) to the Payees you choose in accordance with this agreement.
- b) You authorize us and any third party acting on our behalf to choose the most effective method to process your payment, including, without limitation, electronic, paper, or some other draft means.
- c) You authorize us and any third party acting on our behalf, to debit your MVB Account(s) and remit funds on your behalf to the Payees. You also authorize us and any third party acting on our behalf, to credit your MVB Account(s) for payments returned to the Bill Payment Service by the Payee.

2. Bill Payment Service Details

- a) Bill Payment Services can be accessed from the MVB Online dashboard or from the MVB Banking Mobile Banking app.
- b) Service Fees are defined in our Fee Schedule which can be viewed at www.mvbbanking.com.
- c) A complete Bill Payment user guide can be viewed at www.mvbbanking.com.

3. Payees and Payments

- a) The Bank reserves the right to refuse the designation of a Payee for any reason.
- b) Payment of taxes or court directed payments via Bill Payment Services are prohibited and must be scheduled at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling of these types of payments.
- c) You may pay any Payee within the United States (including US territories and APOs/AEOs).
- d) The Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

e) For each properly instructed payment to an eligible Payee, you will receive a transaction confirmation number. A properly instructed payment includes the generation and receipt of a confirmation number. **UNLESS YOU RECEIVE A CONFIRMATION NUMBER, WE SHALL NOT BE LIABLE FOR ANY FAILURE TO MAKE A PAYMENT, INCLUDING ANY FINANCE CHARGES OR LATE FEES INCURRED AS A RESULT.**

f) The Bank reserves the right to refuse to make any payment but will notify you of any such refusal within two (2) Business Days following receipt of your payment instruction.

g) For payments being sent electronically, we will attempt to withdraw funds at 8:00 AM EST on the payment effective date. If sufficient funds are not available to complete the payment, a second attempt will be made at 3:00 PM EST. If funds are not available, the process will be repeated the following business day. If sufficient funds are not available upon a fourth and final attempt, the payment will be cancelled, and a notification will be sent to you.

h) When using Online Bill Payment, the payment date indicated by you must always be a Business Day. If you attempt to make a payment on a non-Business Day, the scheduled payment will be deemed to be the first Business Day following the date of your attempt.

4. Single Payments

a) A single payment will be processed on the Business Day that you designate as the payments processing date, provided the payment is submitted based upon the following rules:

i. The daily cut-off time for Business Days is 3:00 PM EST.

ii. A single payment submitted after the cut-off time on the designated process date will be processed on the next Business Day.

iii. If you designate a non-Business Day as the payments processing date, the payment will be processed on the first Business Day following the designated processing date.

b) The system will calculate the estimated arrival date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.

5. Recurring Payments

a) When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment based upon the following rules:

i. If the recurring payments "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.

ii. If the recurring payments "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

iii. If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of the month is used as calculated processing date.

b) The system will calculate the estimated arrival date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payees.

6. Cancelling a Payment

a) A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date by following the directions within the service platform.

b) Once the bill payment has begun processing it cannot be cancelled or edited, therefore a stop payment request must be submitted.

7. Bill Payment Errors

In case of errors or questions about your transactions, you should as soon as possible notify us via ClientSupport@MVBbanking.com or telephone us at toll free 844-MVB-BANK or 844-682-2265 during customer service hours.

8. Security

a) You agree not to give or make available your password or other means to access your account to any unauthorized individuals.

b) You are responsible for all payments you authorize using the Service.

c) You are responsible for monitoring bill payment activity.

d) If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize.

e) If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us immediately.

9. Liability

a) The Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.

b) You are responsible for any bill payment request made that contains an error or is a duplicate of another bill payment.

c) The Bank is not liable for any failure to make a bill payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Payee for a bill payment.

d) If a payment is scheduled less than 5 Business Days before the due date, you will bear full responsibility for all penalties and late fees and the Bank will not be liable for any such charges or fees.

e) The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to the Bank's agent.

10. Amendment and Termination

a) The Bank has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on The Bank's records, by posting notice in branches of The Bank, by electronic delivery, or as otherwise permitted by law.

b) The Bank has the right to terminate this agreement at any time. You may terminate this agreement by written notice to The Bank. The Bank is not responsible for any fixed payment made before The Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by The Bank on your behalf before receipt of the Termination Notice made as a fixed payment before The Bank has a reasonable opportunity to act on your termination notice.

For question on iPay Services please call 1-855-223-4747
Available Monday-Friday from 7:30 AM-2:00 PM EST.

The terms and conditions of this agreement are in addition to the account agreements, disclosures, and other documents governing your account.