

ELECTRONIC DELIVERY OF BANK STATEMENTS CONSENT AND AGREEMENT

Welcome to MVB Bank, Inc.'s Online Electronic Bank Statement Delivery Service. Our goal is to provide you with an easy and convenient way to receive your periodic Bank Statements.

- 1) **Your Consent.** For MVB Bank, Inc. (the Bank) to begin forwarding your Bank Statements to you electronically, we need your consent. Please review the information below prior to giving your consent. By agreeing to have your Bank Statements sent electronically, you also agree to notify the Bank immediately by telephone at the number set forth in the Attachment to this Consent and Agreement of any change in your email address or any errors or complications relating to your electronic receipt or access of your Bank Statements.
- **Your rights/options to receive a disclosure in paper form** – If you elect to receive your Bank Statements through electronic delivery, the Bank will no longer send you your statements through the mail. If you want to receive your statements electronically and in paper form through the mail, you will be charged a fee for the service of receiving your statements in both electronic and paper form. The fee is set forth in the Attachment to this Consent and Agreement.
 - **Whether your consent applies only to a particular transaction or to categories of transactions**
- Your consent, which will be given by clicking on the "I ACCEPT" button below or by signing a paper copy of this Consent and Agreement and providing it to the Bank, is to authorize the Bank to forward to you electronically your periodic Bank Statements and any other disclosures that the Bank might send to you with your Bank Statements, such as Truth in Lending disclosures or other required disclosures relating to your accounts.
 - **The right to withdraw consent to have records provided electronically, including any consequences or fees associated with doing so** – To discontinue this electronic delivery service, you can email your request to the Bank, or you can request a discontinuance of the service by calling the Bank. The email address and phone number for the Bank are set forth in the Attachment to this Consent and Agreement. It will take up to 45 days for the Bank to implement your request, and after such time you will no longer receive your statements electronically. We will charge no fees for discontinuing the service. Please review your account documents to determine if your account requires the receipt of electronic statements before you opt out of receiving electronic delivery of bank records.
 - **How the consumer may obtain a paper copy of the record upon request** – The steps you must take to obtain paper copies of a particular statement and the related fees are set forth in the Attachment to this Consent and Agreement.
 - **Hardware and software requirements for access and retention of electronic information** -The hardware and software requirements to enable you to receive and retain your Bank Statements electronically are discussed below in our Requirements.
- 2) **Our Requirements.** First, the same terms apply with respect to electronically delivered Bank Statements as for those delivered in paper form, thus the deposit agreements and disclosures that you have previously entered into with or received from the Bank remain in effect.
- Second, for you to be able to receive and view your statements effectively, you must use an Internet browser that supports 128-bit encryption. Recommended browsers are Microsoft Internet Explorer®, Google Chrome® and Mozilla Firefox®. For updated browser requirements and links please visit www.mvbnw.com. Also, to view your Bank Statements, you will need Adobe Acrobat Reader 10.0 or greater. This product is available for free at <http://www.adobe.com/products/acrobat/readstep.html>.

- 3) **Statement notifications.** When your personal bank statement is ready, you will receive an email notification with a link to MVB's online banking site. Log in with your username and password then navigate to the Statement & Notices tab to view your documents. You must ensure that your computer software meets the following system requirements in order to view, print, and/or save your Statements. Additionally, you may voluntarily select additional recipients to receive your personal bank statement through a PDF attached to your statement email notification. After you open the document notifications email attachment, a login PDF shell appears then you must enter your ID, Password, and PIN established by their primary ESI user. Should you be unable to access your statements through the internet and have issues setting up an additional user, please call our Customer Service Department or preferred banking location and the Bank will take other measures to provide copies of your statement to you.
- 4) **Privacy.** Our privacy policy (that has been previously provided to you) will apply to this service and the policy is incorporated into and made a part of this Consent and Agreement. As discussed in paragraph 6 below, you must have a unique username and password to access your Bank Statements. This username and password will be used in accordance with the Bank's privacy statement to deliver your Bank Statements to you. It will not be sold or otherwise provided to third parties.
- 5) **Service Availability.** The Bank may change, suspend, or eliminate all or any aspect of this delivery service upon notice to you.
- 6) **Security.** To protect the security of your banking information, you must not disclose or share your password with any third party. Your password must be at least eight characters and contain a mix of letters and numbers. To protect the security of your banking information, you must not disclose or share your password with any third party.
- 7) **NO WARRANTY FOR CONTINUOUS OR UNINTERRUPTED SERVICE. BECAUSE OF THE UNPREDICTABILITY OF THE INTERNET, WE DO NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO YOUR BANK STATEMENTS THROUGH THE INTERNET. HOWEVER, SHOULD YOU BE UNABLE TO ACCESS YOUR STATEMENTS, YOU CAN CALL THE BANK AT THE NUMBER SET FORTH IN THE ATTACHMENT ACCOMPANYING YOUR BANK STATEMENTS AND THE BANK WILL TAKE OTHER MEASURES TO PROVIDE COPIES OF YOUR STATEMENTS TO YOU.**
- 8) **LIMIT OF LIABILITY. YOU AGREE THAT IN NO EVENT WILL WE OR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, OR EMPLOYEES) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OUR SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGE WILL OCCUR. FURTHER YOU AGREE THAT NEITHER WE NOR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS, OR EMPLOYEES) WILL BE LIABLE FOR ANY TECHNICAL, HARDWARE OR SOFTWARE FAILURE OF ANY KIND, ANY INTERRUPTION IN THE AVAILABILITY OF OUR SERVICE, ANY DELAY IN OPERATION OR TRANSMISSION, ANY INCOMPLETE OR GARBLED TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, OR OTHER SIMILAR LOSS.**
- TO THE EXTENT WE MAY HAVE BREACHED ANY TERM OF THIS CONSENT AND AGREEMENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO DISCONTINUE THE USE OF THIS SERVICE. YOU**
- FURTHER AGREE THAT OUR LIABILITY TO YOU IN ANY CASE (WHETHER IN CONTRACT OR TORT) WILL NOT EXCEED AMOUNTS PAID TO US WITHIN THE LAST 90 DAYS (IF ANY) FOR THIS SERVICE.**
- 9) **Notices.** If you want to send us a notice in relation to this Consent and Agreement, you must send it by e-mail or regular mail to the person and address noted on the Attachment to this Consent and

Agreement. We may notify you by sending notice to your e-mail address or by mailing you notice by U.S. mail return receipt requested to our most current mailing address that we have for you. You agree that any notices sent by e-mail will be deemed delivered and received 48 hours after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received three days after the date of mailing.

- 10) **Arbitration.** You agree that at any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in the city in which the Bank's main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.
- 11) **Governing Law.** You agree that this Consent and Agreement is governed by the laws of West Virginia, the location of the main office of the Bank, excluding any application of conflicts of laws rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court in West Virginia.

Please note: your acceptance of the terms and conditions contained in this agreement is confirmed by clicking the 'I ACCEPT' button. This will initiate the setup process for your statements to be received electronically online.

To notify the Bank immediately of:

- any change in your email address or any errors or complications relating to your electronic receipt or access of your Bank Statements.
- To discontinue this electronic delivery service;
- To obtain paper copies of a particular statement;
 - The related fees are:
 - \$4.00 per statement
 - \$25.00 per research hour
- To send us a notice in relation to his Consent and Agreement; you must contact us by regular mail or e-mail at:
MVB Bank, Inc.
Attn: Customer Service 301 Virginia Ave.
Fairmont, WV 26330

Email: Send us an email via the Contact Us tab on our website at mvbbanking.com.

Telephone: (844) MVB-BANK (844-682-2265)

Please include your name, address, and telephone # on all communications.