



Master Electronic Banking Service Agreement

(Updated October 26, 2023)

Please read this Agreement carefully. By selecting "I Agree" below, checking a box and/or by using the Service, you agree to the terms and conditions of this entire Agreement, including the Attachments.

This Agreement covers, among other things:

- Requirements to Enroll.
- Our obligations to you.
- Your obligations as a user of the Service.
- Consumer and Business customers basic and non-basic online banking features
- Waiver of "two or more signature" requirements on accounts.
- How we send you notices and disclosures.
- Your agreement with us to **use binding arbitration for most disputes arising under this Agreement or about the Service and to waive the right to a trial by jury.**
- **Your waiver of class-action rights.**
- Limitations on our liability to you.
- The security procedures that apply to online transactions under this Agreement and the various addenda agreements.
- Your mutual agreement with us that West Virginia law will control this Agreement, without regard to conflict-of-law rules.
- Attachment 1 - Electronic Signature Acknowledgement and Consent

1. Definitions

- A. Account Agreement – Means the terms and conditions other than this Agreement which controls your Eligible Account or Accounts.
- B. Agreement – Means these terms and conditions of this Master Electronic Banking Services Agreement.
- C. Bank – refers to MVB Bank, Inc. and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee MVB Bank, Inc. may be involved in the provision of the Service.
- D. Business Customer – Refers to anyone other than a Consumer who owns an Eligible account with respect to which the Service is requested primarily for business purposes.
- E. Business Day - Means any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions are authorized or obligated by law to close by the federal government.
- F. Business Day Cutoff – Refers to the cut-off time for posting purposes. The cut-off time for online transactions is based upon our Business Days and the Eastern Standard Time. For posting purposes, we will process all transactions completed by 7:00 PM on the same Business Day. Transactions completed after 7:00 PM will be processed on the following Business Day. Bill Payment cut-off and scheduling times differ and are further detailed in the Bill Pay Terms & Conditions.
- G. Consumer – Refers to a natural person who owns an Eligible Account at this Financial Institution and who uses the Service primarily for personal, family, or household purposes.
- H. Eligible Account or Account – Refers to any account(s) you have ownership, signer of, authorized party or other affiliation to transact on.

- I. Joint Accounts – If the Eligible Accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated using your Username and Password are authorized unless we have been notified to cancel the Service. If joint account holders use individual Usernames, the Service may be identified separately.
- J. Service – Means the online banking services offered by MVB Bank, Inc. through its Service Providers.
- K. Service Provider – Includes any agent, licensor, independent contractor, or subcontractor that this Financial Institution may involve in the provision of Online Banking.
- L. Online Banking Account – Your account controlled by this Agreement which you use to access the Service.
- M. You and your – As used within this Agreement, "you" and "your" refer to the person enrolling in the Service, owner of the eligible accounts, as well as any Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.
- N. We, us, or our – As used within this Agreement, refer to MVB Bank, Inc. and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee MVB Bank, Inc. may be involved in the provision of the Service.

2. About this Agreement

A. Description

This Agreement is between each owner of an Eligible Account or authorized representative appointed or entitled to online access on another person's behalf ("you" or "your") and Bank. This Agreement governs your use of any online or mobile banking services maintained by Bank and accessible through <https://onlinebanking.mvbnw.com/> a personal computer or a mobile device, including a smartphone, tablet, or any other eligible handheld or wearable communication device (the "Service(s)"). The Bank's Services include access to both Business and Personal Online Banking and Mobile Banking services.

Under the terms of this Agreement, you may use the Services to obtain financial products and services, access, and view account information, and, for certain accounts, move money electronically and perform authorized transactions.

When you first enroll in the Service, we will link all of your eligible Bank and affiliate accounts, including joint accounts. If you open an additional eligible account at a later date, we will link your new account to the Service, unless you tell us not to do so. When your Service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer.

Please note that some of the Services may not be available when using certain digital devices or applications. For example, some functions may be available online through a personal computer but not available through our mobile app.

B. Accepting the Agreement

When you apply for, enroll in, activate, download or use any of the Services described in this Agreement or authorize others to do so on your behalf, you are contracting for all Services described in the Agreement and agree to be bound by the terms and conditions of the entire Agreement, as well as any terms and instructions that appear on a screen when enrolling in, activating or accessing the Services.

If you elect to close out of the Agreement, you can still enroll at a later time, but you will be asked to accept the terms and conditions of this Agreement.

C. Relation to Other Agreements

Your use of the Services may also be affected by your Deposit Agreement and Disclosures, including the applicable schedule of fees (“Deposit Agreement”), or other agreements with us for your linked Bank accounts and/or an agreement with our affiliates for your affiliate accounts linked to the Service. When an account is linked to the Services, it does not change the agreements you already have with us or our affiliates for that account and you are still subject to the terms and conditions we gave you in the agreement and disclosure for the linked account. The terms and conditions for those account agreements, including any applicable fees, transaction limitations, liability rules and other restrictions that might impact your use of an account with the Services, are incorporated into this Agreement. In the event of a conflict between the terms of those account agreements and this Agreement, the terms of the applicable account agreement will prevail unless this Agreement specifically states otherwise.

3. Requirements for Enrolling in the Service

To enroll in the Online Banking Service:

- i. You must have an Eligible Account with the Bank.
- ii. You must be a resident of the United States or its possessions.
- iii. You must have a computer and current version of an Internet browser that will support 128-bit encryption.
- iv. You will need internet access through an internet service provider (ISP).
- v. You will need a current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader)
- vi. You will need an external email address for the delivery of electronic notices and disclosures.

You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

Prior to enrolling in this Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

4. Enrollment Process

You must complete the enrollment process to use the Service. You can enroll for the Service on any desktop or a mobile device with access to the Internet.

Enrollment involves completing a secure online submission that we will use to verify your identity. You will also choose your Username and Password during the enrollment process.

When you enroll for the Service, you agree to provide true and accurate enrollment information.

Business Customers interested in the commercial Online Banking Service can contact our Client Support Team at Ibsupport@mvpbanking.com or 1-888-648-5332 or visit a local branch. For Business Customers, you must complete the enrollment process to use the Online Banking Service through the establishment of a Company Administrator.

5. Linked Accounts

When you first enroll for the Online Banking Service, we will link all your designated Eligible Accounts to one Username. If you want to limit the accounts linked or the privileges assigned to an account, please contact us at 844-MVB-Bank.

Except for sole proprietors, Business Customers may NOT link personal Consumer accounts to the Business Service account.

6. **Signature Requirements**

When any transfer, ACH, or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. Requirements for dual signatures on checks, if applicable, do NOT apply to third party payments or other transfers initiated through the Service.

This means that you are allowing any Authorized Representative on your Eligible Account to individually make electronic transfers, even though his/her authority to transfer or withdraw funds from your account by some other means (such as by check) must be exercised jointly with one or more other persons. In some cases, if your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Service. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

7. **Support**

For any customer support needs, please contact 844-MVB-BANK (844-682-2265) during Business days from 8:00 am – 5:30pm EST. Alternatively, you may submit a secure message through within the desktop or mobile application at any time and we will respond to your secure message during Business days from 8:00 am – 5:30pm EST.

If you are a Consumer, you may also access the Support Chat within the desktop or mobile application during Business days from 8:00 am – 5:30pm EST.

CONSUMER BANKING SERVICES ARE COVERED IN THE BELOW PROVISIONS (#8-10)

8. **Consumer - Basic Online Banking Services**

The basic features currently available to Consumers through the Service include:

- Up to 24 months of complete internet transactional detail and history
- View account balances, etc.
- Transfers between your accounts at this Financial Institution, and outside Financial Institutions
- View loan/CD balances
- Mobile Remote Deposit Capture (mRDC)
- Payments to loans at this Financial Institution
- Alert notifications
- MVB Money Manager with spend tracking
- Transaction downloads for use with QuickBooks®, Quicken®, Microsoft® Money

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to unforeseen circumstances or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

9. **Consumer - Other Basic Online Banking Features**

A. Stop Payment Feature

Stop payment requests must be made through an MVB Customer Service Representative at 1-844-MVB-BANK (844-682-2265) or through online banking. Additional terms of acceptance or disclosures may apply if you elect to place a stop payment request.

There may be a stop payment fee associated with this feature. Fees will be disclosed in our fee schedule and/or at the

time of your request.

B. Address Change, Order Documents, Secure E-Mail & Secure File Delivery Services

Additional features within the Service include secure emails for address changes, document requests, and secure file delivery. The submission of requests, such as those for address changes, document requests, will generate a secure email to us. Generally, requests received through the Service's secure e-mail feature will be processed within one (1) to two (2) Business Days. There may be additional fees associated with some of these services through the Online Banking Service. Fees will be disclosed in our fee schedule and/or at the time of your request.

C. General External Transfer, Account to Account (A2A)

MVB Bank offers external transfer services by means of electronic transfers. You hereby acknowledge and accept that MVB Bank utilizes a third-party provider for external transfer services. Additional terms issued by our external transfer service provider may apply. These services include both one-time transfers and recurring transfers. A one-time external transfer transaction is an electronic transfer request that is a single transaction without instructions to repeat at a future date. Recurring transfers are for transfers arranged in advance to be paid on two or more future dates. The external transfer service allows for both inbound and outbound transfers. Inbound transfers are initiated through this service and deposited to an account held at MVB Bank from an account at another institution. Outbound transfers are initiated through this service to send funds from an account held at MVB Bank to an account at another institution. You must be the owner of the account at MVB Bank and the account at the other institution.

MVB Bank reserves the right to refuse to complete transfer requests using external transfer without prior notice. MVB Bank also reserves the right to reduce external transfer limits, remove erroneous accounts, temporarily suspend transfers, or terminate the use of the external transfer service without prior notice. An erroneous account is any account that does not contain the correct routing and/or account number combination and was likely added in error.

You must have sufficient funds in the designated account for the requested external transfer at the time of withdrawal. If sufficient funds are not available to complete the external transfer, the transfer request will not be fulfilled, and the external transfer feature may be suspended or terminated.

You agree that the methods of electronic external transfer are reasonable. You acknowledge that MVB Bank will not be liable for any late payment charges or other charges to your account due to any delayed or lost transfers, and MVB Bank shall not be liable for any losses due to causes beyond MVB Bank's control. You must not permit any other party to use its account, to have access to its funds, or to make External Transfer requests. You are responsible for all transfers initiated through external transfer authorized or made from its account, including inadvertent, unintentional, or mistaken transfers. You are also responsible for any costs to MVB Bank related to the use of, or access to, your accounts by a third party.

You are responsible for all fees and expenses related to MVB Bank's external transfer services resulting from insufficient funds in your account. MVB Bank may refuse to make any requested transfer in the event there are insufficient funds in the designated account, or MVB Bank may, in its discretion, attempt to make the transfer one additional time following the Payment Date. If it has not already done so, MVB Bank will then cancel the transfer if sufficient funds are not available in your account at the time of the second attempt to make the requested payment. MVB Bank may charge an NSF fee any time an external transfer request is made, and sufficient funds are not available in your account at the time withdrawal of funds for the transfer is to be made. If MVB Bank returns the requested transfer as insufficient funds, your external transfer access will be suspended, and no pending or future dated transfers will be processed.

D. Mobile Remote Deposit Capture (mRDC)

MVB offers Mobile Remote Deposit Capture (mRDC) which is designed to allow you to make deposits to your eligible checking, savings, or money market checking accounts from home or other remote locations by capturing an electronic image of a check(s) and delivering the image(s) and associated deposit information to MVB's designated processor or Service Provider.

Deposits made through the Service are subject to all limitations and terms set forth in this agreement and the Agreement governing your Eligible Account(s) as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

Fees. Consumers using the Service for personal, family or household purposes will not be charged for use of the Service. We may, upon at least 30 days prior send notice to you pertaining changes within the fees associated with this Service.

Equipment. To use the Service, you must have a supported mobile device (e.g., smartphone, tablet etc.) with a supported camera and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device.

Limits. The maximum amount you may deposit through the Service is \$5,000 per day, or \$50,000 in any rolling 30-day period. We reserve the right to impose limits on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time. If we permit you to make a deposit more than these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Eligible Items. You agree to scan and deposit only original checks (i.e., personal checks, cashier's checks, drafts drawn on a credit union, savings and loan or bank and payable on demand.) When the images of the front and back of the check are transmitted to the MVB Bank, they are individually or collectively converted to an electronic image for subsequent presentment and collection, therefore deemed an "item."

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks or items previously converted to a substitute check, (Image Replacement Documents (IRDs) as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.
- Savings bonds or traveler's checks.

Any other checks that we consider ineligible for deposit. Please visit an MVB Bank branch to discuss deposit of these ineligible items.

Procedures and Endorsements. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Your endorsement must include your signature and "For Mobile Deposit Only to MVB Bank". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Retention and Security of Original Checks. After you receive confirmation that we have approved your remote deposit, you must securely store the original check for 10 business days. After this time lapse, you should destroy the original check by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

If you do receive a notification that your remote deposit has been declined, please review the information and images submitted to ensure accuracy. If there were clear errors and it is an eligible item, please redeposit the eligible item with the corrected information and follow the retention timeline carefully. Otherwise, please visit a MVB Bank branch to deposit the item or contact us at 1-844-MVB-BANK (844-682-2265) or you may email your request to clientsupport@MVBbanking.com.

Once confirmation of remote deposit is received, you agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid. If any Item is presented or deposited more than once, whether by remote deposit or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you.

Notifications and Receipt of Item. All checks processed for deposit through the Service will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive your request for a remote deposit, we will confirm submission via email to you. We shall not be deemed to have received request nor the check image for deposit until we have confirmed receipt to you. Confirmation of receipt does not mean that the check image contains no errors. We are not responsible for any image that we do not receive.

Processing Images. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. Once approved, you will receive another email of confirmation. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Cutoff Time: For remote deposits, if we receive a scanned item at or before 7:00 p.m. Eastern Time on a business day we are open, we will consider that day to be the day of deposit. If we receive a scanned Item after 7:00 p.m. Eastern Time or on a weekend or a federal bank holiday, we will consider that the deposit was made on the next business day.

Funds Availability. We will make funds available for checks and items received, accepted, and successfully processed through the Service according to our standard funds availability policy for your Eligible Account(s).

Returned Items. You are solely responsible for any item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image of an IRD.

Limitations of Service. You must meet the qualification requirements for use of the Service, and we reserve the right to change the qualifications at any time without prior notice. We also reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. Further, the Service is provided to you through various technologies, including those used on your smartphone or tablet. When using the Services, you may experience technical or other difficulties. We'll help you with technology as best we can, but we cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.

Your Warranties. You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit 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 original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check, and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Termination. You or we may terminate the Service at any time. Contact us at 1-844-MVB-BANK (844-682-2265) to inquire on how to terminate the Service. Your notice will not be effective until we receive your notice of termination and we have had a reasonable time to act upon it. If you elect to terminate the service, you may, at our discretion request, for the service to be reactivated. If we terminate the Service, you will not be eligible to reactive the Service. Notwithstanding termination, any Image transmitted through the Service shall be subject to this Agreement.

Limitations of Liability. THE BANK DOES NOT GUARANTEE THAT THE CONSUMER'S ACCESS TO THE SERVICE OR THE MOBILE REMOTE DEPOSIT APPLICATION WILL BE UNINTERRUPTED, ERROR FREE OR SECURE. NEITHER THE BANK NOR MERRILL HAVE ANY LIABILITY FOR LOSS OR CORRUPTION OF DATA, REPLACEMENT SERVICES OR TECHNOLOGY, OR ANY LOSSES DUE TO UNAVAILABILITY OF THE SERVICE OR THE MOBILE CHECK DEPOSIT APPLICATION DUE TO ERRORS OR MALFUNCTIONS OF IMAGING EQUIPMENT, HARDWARE OR SOFTWARE OR OTHERWISE.

10. **Consumer - Additional Non-Basic Features.** Enrollment in these services is optional.

A. Bill Pay service provides Consumers with the option to pay bills, vendors, or individuals through Services. The Consumers has the option to enroll in Bill Pay during initial enrollment or through their authenticated Online Banking account at a later time. The Consumers must acknowledge the terms and conditions of Bill Pay to begin leveraging the Service.

B. Person to Person (P2P) Transfer:

MVB offers the ability to electronically transfer money to individuals under the Bill Pay service. The Consumer acknowledges that MVB utilizes a third-party provider for P2P services. Any Consumer who registers for bill pay will have access to the P2P service. MVB Bank reserves the right to refuse to complete transfer requests using the service. MVB Bank also reserves the right to terminate the use of the service at any time.

Consumer's P2P transaction limits will vary.

The Recipient must complete the process in order to obtain the money within 30 days or the funds will be returned.

Consumer must have sufficient funds in the designated account for the requested P2P transfer at the time of withdrawal. If sufficient funds are not available to complete the P2P transfer, the transfer request will not be fulfilled, and the entire P2P transfer feature may be suspended or terminated.

You agree that the methods of electronic or check P2P are reasonable. You acknowledge that MVB Bank will not be liable for any late payment charges or other charges to your account due to any delayed or lost transfers, and MVB Bank shall not be liable for any losses due to causes beyond MVB Bank's control. You are responsible for all P2P initiated transfers through bill pay authorized or made from its account, including inadvertent, unintentional, or mistaken transfers. You are also responsible for any costs to MVB Bank related to the use of, or access to, your accounts by a third party.

- C. Electronic Statements provides customers with the option to receive bank statements for Eligible Accounts through Services. The has the option to enroll in electronic statements during initial enrollment or through their authenticated Online Banking Account at a later time. The customer must acknowledge the terms and conditions of electronic statements to begin leveraging the service.

ADDITIONAL PROVISIONS (#11-15) APPLICABLE ONLY TO BUSINESS CUSTOMERS.

11. Business Customer - Online Banking Services.

The basic features currently available to Business Customers through the Online Banking Service include:

- Up to 18 months of complete Internet transactional detail and history
- Account Inquiries for balances, etc.
- Copies of monthly Account Statements
- Transfers between your accounts at the Bank
- Secure emails via the Business Online Banking Service's messaging system
- Secure File Transfers
- View loan/CD balances
- Payments to loans at this Financial Institution
- Transaction downloads for use with QuickBooks®, Quicken®, Microsoft® Money
- Balance Reporting
- Company Admin

We may add or remove certain features and/or functionality available from time to time. You can use the Online Banking Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to unforeseen circumstances or scheduled system maintenance. In addition, access to the Online Banking Service may be slower at times due to high Internet traffic or other factors beyond our control.

12. Business Customer - Other Business Online Banking Features.

A. Stop Payment Feature.

Stop payment requests must be made through an MVB Customer Service Representative at 1-844-MVB-BANK (844-682-2265) or through online banking. Additional terms of acceptance or disclosure may apply if you elect to place a stop payment request.

There may be a stop payment fee associated with this feature. Fees will be disclosed in our fee schedule and/or at the time of your request.

B. Address Change, Order Documents, Secure Email & Secure File Delivery Services.

Additional features within the Online Banking Service may include secure emails for address changes, document requests, secure file delivery, among other features. The Online Banking Service has a secure file transfer feature within the provides a means for you to forward files to this institution in a secure manner. Generally, requests received through the Online Banking Service's secure email feature will be processed within one (1) to two (2) Business Days. There may be additional fees associated with some of these services, such as when you reorder checks through the Online Banking Service. Fees will be disclosed in our fee schedule and/or at the time of your request.

For urgent requests, we recommend that you contact the Bank at 1-844-MVB-BANK (844-682-2265).

13. Business Customer - Additional Non-Basic Features. Enrollment in these services is optional.

- A. Bill Pay service provides customers with the option to pay bills, vendors, or individuals through Services. The customer has the option to enroll in Bill Pay during initial enrollment or through their authenticated Online Banking account at a later time. The customer must acknowledge the terms and conditions of Bill Pay to begin leveraging the service.
- B. Electronic Statements provides customers with the option to receive bank statements for Eligible Accounts through Services. The customer has the option to enroll in electronic statements during initial enrollment or through their authenticated Online Banking Account at a later time. The customer must acknowledge the terms and conditions of electronic statements to begin leveraging the service.
- C. NACHA File Imports – by request
- D. Wire Transfer Requests – by request
- E. EFTPS (Electronic Federal Tax Payment System) – by request
- F. ACH Credit and Debit Origination – by request
- G. Positive Pay – by request
- H. RDC and/or mRDC – by request

The non-basic services that are offered by request are subject to approvals, underwriting, terms of service and relating fees. Please contact your Relationship Manager to review the features and additional terms.

- 14. Online Service Management.** The Company Administrator will control and manage the individual account access roles on each Account enrolled in Online Banking Services. If you have questions relating to your individual access roles, please reach out to your Company Administrator first. The Company Administrator will grant and remove access roles as she/he sees fit with full assumption of responsibility and liability of control. If you need further assistance in managing your access roles, please reach out to your personal banker us via email at ibsupport@mvpbanking.com. In providing these administrative services, we may need to leverage 'view only' access on the Accounts receiving the Online Banking Services; this will not affect any other access roles and will be removed once assistance has been provided.

GENERAL TERMS APPLICABLE TO ALL

15. Account Balances

Balances shown in your Accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments, or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

16. Canceling or Changing Transfers

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can cancel a future dated transfer that is still "pending". For assistance, you can send us a secure email through online banking or call 1-844-MVB-BANK (844-682-2265).

For Business Customers, the term "transfers" also includes ACH and wire transactions. If you accidentally transfer funds, you can schedule another transfer to move funds back to the original account. Additional guidance on creating, canceling, editing ACH and wire transactions is available within the Business Online Banking Service and from our Electronic Banking Department.

Any ACH transaction that needs to be cancelled can only be accomplished by contacting 1-844-MVB-BANK (844-682-2265) prior to 3:00 p.m. Eastern Time on the day on which the subject ACH transaction was initiated. Any wire transfer that must be cancelled can only be accomplished by contacting 1-844-MVB-BANK (844-682-2265) *immediately*; however, there are absolutely no guarantees that any wire can be stopped, as wire transfers are processed multiple times per day. After the cut-off time, if changes are necessary, we may not have sufficient time to stop such transactions from further processing.

17. Transfer Limitations

You may use the Service to check the balance of your Eligible Account(s) and to transfer funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds in your account to cover the amount of any online transfers on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred.

We do not limit the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. However, we may charge a fee for excessive transactions as disclosed in your account opening disclosures. Please refer to the Disclosures or fee schedule for the excessive transaction fee.

18. Fees

Basic Online Banking Service: (as described above for Consumers and Business Customers) - \$0.00 (no charge)

Additional charges may apply for services such as - ACH Origination, NACHA File Imports, Wire Transfers, Positive Pay, and EFTPS. These fees may vary, are subject to change, and are subject to separate agreements.

Any applicable fees will be charged regardless of whether the Business Online Banking Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply.

You are responsible for all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider

19. Address, E-mail, or Payment Account Changes

When you enroll in the Service, we may send you a "Welcome" e-mail. You must provide us with your current e-mail address in order for us to deliver this information to you. We will also send you e-mails and/or secure messages through the Service regarding important Online Banking matters and/or changes to this Agreement.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made either within the Support menu or by contacting MVB at 844-MVB-BANK (844-682-2265). Any changes to your Eligible Account(s), payment account, or Billing Account should also be made in accordance with the procedures outlined above.

20. **Your Liability for Unauthorized Transfers**

You must notify us of errors, discrepancies, or possible unauthorized payments as soon as possible upon learning of the discrepancy. For Consumer Accounts, please see your the Electronic Fund Transfer Disclosure in Account Agreement for important information about your rights and obligations regarding liability for activity on your account and for reporting time frames.

For Business Accounts, the Bank and its Service Provider(s) shall have no liability to you for any unauthorized payment or transfer made using your Password that occurs before you have notified us of any possible unauthorized use, and we have had a reasonable opportunity to act upon that notice. The Bank and its Service Provider(s) will have no liability for any loss or damage: (1) related to the dishonesty of the Business Customer's employees, officers, agents, or Authorized Persons; (2) resulting from any receiving financial institution's failure to accept any payment or funds transfer request. Please see your Account Agreement for further questions on errors or liability of losses you sustain in using electronic funds transfers. The terms of this section will survive termination of this Agreement.

No third party will have rights or claims against the Bank and its Service Provider(s) under this Agreement.

21. **Our Liability for Failure to Complete Transactions**

We will use commercially reasonable efforts to make all your transfers properly. However, we shall incur no liability and any guarantee shall be voided if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, your Eligible Account(s) and/or payment account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account (if applicable);
- The Service and/or the payment processing center is not working properly, and you know or have been advised by this Institution and/or its Service Providers about the malfunction before you execute the transaction.
- You have not provided the Service with the correct payment account information, or the correct name, address, phone number, or account information for the biller.
- Your Eligible Account(s), including either your payment account or billing account, is closed.
- If your electronic device(s), software, telecommunication lines were not working properly, and this problem should have been apparent to you when you attempted the transfer;
- The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
- We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
- Circumstances beyond control of the Service, our Service Providers, and this Institution (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s) or causes funds from your Account to be directed to a biller, which does not comply with your payment instructions, we and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Account, and for directing to the proper biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

22. **Documentation And Verification of Payments And Transfers**

Information regarding Online Banking Services will be reflected in the account detail in the Service and in your regular monthly account statement(s).

23. **Dormant Account Status**

You must log into your Online Banking Account at least once every 90 days to maintain an active user status. If you do not, then you will move to an inactive user status, and your Online Banking Account will be restricted and will result in an error message that indicates that you do not have access. This will not impact your Account(s) nor your ability to make financial transactions and access your funds. If you need to reinstate your Online Banking Account, you can call 844-MVB-BANK (844-682-2265) or you may email your request to clientsupport@MVBbanking.com.

If your Online Banking Account remains in an inactive user status for eighteen (18) months, then we will terminate your Services in full. After termination, you must re-enroll in the Services to reinstate your access to the Services. If scheduled or recurring payments were established, payments will need to be made by other payment methods if your Online Banking Account is closed.

24. **Indemnification**

In addition to and without limiting any of their obligations under Section 12 of the Agreement, Business Customer(s) and its Authorized Persons will defend, indemnify and hold harmless the Bank and its Service Provider(s) against and in respect to any loss, liability, expense and damage, including consequential, special, punitive incidental or similar damages, directly or indirectly, resulting from: (i) the processing of any request received by the Bank through the Services, including the Online Banking Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Business Online Banking Service; and (v) any actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

25. **Privacy**

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. If you are a Consumer, please refer to our *Consumer Privacy Notice* for additional detail on disclosure of account information.

Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third-party, such as a credit bureau or Biller;
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

COPPA

The Children's Online Privacy Protection Act (COPPA) restricts the collection, use, or disclosure of Personal Information from and about children under the age of 13 on the internet. Our website and Online Banking Services are not directed at children under the age of 13. Should we receive information (name, address, email, account number, telephone, social security number) from a child known to be under 13, the information will only be used to respond directly to the child, seek parental consent, or provide parental notice. MVB is not responsible for the data collection and use practices of nonaffiliated third parties.

26. **Email Communications.**

You may transmit, and the Bank will accept communication via email of notices, files, reports, and other communications contemplated under this Agreement. You acknowledge the inherent risk of email communication and understand that email addresses can be simulated and manipulated by third parties. If you use email in connection with the provision of services under this Agreement, then you accept all risk of loss of any kind or character which

may result and releases the Bank from any liability related in any way to the use of your personal or commercial email. The Bank will not ask you to verify User Identification codes, PIN codes, passwords or any other personal identifiers conveyed via email.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA EMAIL REQUESTING PERSONAL INFORMATION, YOUR USERNAME, OR YOUR PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY

27. Account and Information Security

The service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, MVB will verify your identity and authorization against information associated with the Eligible Account(s) that you request to be linked to the Service.

Username and Passwords - One of the main security features protecting the Service is the unique combination of your Username and Password. During the enrollment process, you will be asked to select a unique Username, and then choose a Password that will be used to gain access to the Service. You determine your own Password, which is encrypted in our database. Neither this institution nor its Service Providers have access to this information. The Service will automatically inactivate your account after five unsuccessful login attempts. You may reset your password online using the "Forgot Password?" link or you may contact this Institution for assistance. Because your password is used to access your accounts, you should treat it as you would any other sensitive personal data. You agree to keep your username and password confidential and will not hold the Bank liable for any unauthorized access.

You should carefully select a Password that is hard to guess.

- You should not use words based on your name, address, or other personal information.
- Strong passwords password or passphrase is suggested to be long in length also known as a passphrase. A passphrase is a sentence like string of words used for authentication that is longer than a traditional password, easy to remember and difficult to crack. The longer your password or passphrase – the better.
- Use uppercase and lowercase letters, numbers, and special symbols. Passwords that consist of mixed characters are harder to crack.
- Do not contain memorable keyboard paths e.g., 1234
- Do NOT use dictionary words.
- Create a Password that is unique to each system you have.
- Keep your Password safe.
- Memorize your Password and do NOT write it down.
- You should also change your Password occasionally, such as every 90 days.
- A Password should be changed immediately if you suspect that it has been compromised. This can be done at any time from the "Settings" menu after you log on to the Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AND/OR AN AGGREGATION SERVICE PROVIDER).

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 at once by calling 844-MVB-BANK (844-682-2265) during customer service hours. You can also contact us by sending a secure message through the Service.

Additional Authentication - We may require/add additional authentication tools and/or services to your account login process. The authentication tool may require use of your electronic device or request for personal identifying data to confirm your identity. This extra layer of security for your Online Banking Account helps ensure that you're the only person who can access your account.

Encryption - The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means is your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority - The servers hosting the Service have been certified by a Certificate Authority to assure you that you are talking to the Service instead of someone pretending to be us. If you are using an older browser, you will see that the Certificate Authorities key may have expired; you will need to update your browser. Business users, instructions for upgrading your browser are located on the Browser SSL Update link, which is located on the Service login page. By clicking on the lock within the Service, you can view the certificate to ensure it is valid.

Cookies - During your use of the Service, our Online Banking Service Provider will pass an encrypted *cookie* to your electronic device(s) in order to identify your electronic device(s) during the session. This cookie enables us to process multiple transactions during the session without having to provide a Username and Password for each individual transaction. Users must accept this cookie to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Online Banking product. The cookie is stored on your electronic device(s) hard drive, identifying your electronic device(s) while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be deleted. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

Operational Controls - You may want to consider utilizing:

- i. Dual control to initiate ACH and wire transfers;
- ii. Automatic wire, ACH, and online alerts, to include event alerts, balance alerts, item alerts, and personal alerts;
- iii. Online access to reconcile all banking transaction daily;
- iv. Audits to ensure that security measures are implemented properly and effectively; and
- v. Education to controllers about security measures and the dangers of user access

Physical Controls - You should ensure that security measures are in place to protect your computer systems and sensitive information from tampering and theft. Only authorized personnel should have access to sensitive areas in which network or server devices are kept. If a security token or any physical security device used to access your Online Banking Accounts is lost or stolen, you should immediately report it to the Bank.

Additional Security Guidelines:

- All Authorized Users should sign-off after every Service session; however, online sessions will automatically end after fifteen (15) minutes of inactivity. This to protect you in case you accidentally leave your electronic device(s) unattended after you log-in.
- The security of public electronic device(s) (e.g., in a library, or Internet café) cannot be assured; therefore, we recommend that you refrain from accessing the Service on a public electronic device(s).
- Routinely scan your electronic device(s), servers, and electronic media using a reliable virus detection product. Undetected or un-repaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other electronic device(s).
- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Periodically update your electronic device(s) operating system and browser for critical security related patches.
- We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service. In addition to the security features described above, there may be other security-related notices posted on our website or the Service from time to time. It is your responsibility to read all security notices.

Disclaimer - The Bank has no obligation to prevent, and has no liability for, loss resulting from infiltration of your computer systems or any fraudulent or criminal activity by third parties. The FDIC insures deposits from the Bank insolvency, not from losses resulting from any other cause. The Bank, directly or through its third-party service providers, may implement various security measures or devices. Such security measures or devices are primarily for the benefit of the Bank and should not be relied upon by the Company to prevent theft or other losses.

No Guaranties - The Bank makes no warranties or guaranties that all the safeguards included in this section will prevent a loss. This Section is not an exhaustive list and additional safeguards, and procedure may be appropriate for your business. Any security measure is subject to malfunction, tampering or human error and may be circumvented by the criminal conduct of third parties.

28. **Electronic Signature and Disclosures**

As part of your enrollment in the Services, you consented to ***Attachment 1, Electronic Signature Acknowledgement and Consent***, which allows us to provide you with account-related communications electronically. Any and all electronic signatures, disclosures and agreements related to your Online Banking Account are controlled by the ***Attachment 1, Electronic Signature Acknowledgement and Consent***. The Services offered by this Agreement are considered Online Only Services and will be terminated if you revoke your consent to Attachment 1 at a later date.

29. **Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such an event, we will provide notice to you by email, letter, or within the desktop or mobile application. Any use of the Service after we provide you with a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related materials, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related materials and limit access to only the Service's more recent revisions and updates.

30. **Service Termination, Cancellation, or Suspension**

In the event you wish to cancel, suspend, or reinstate the Service, please contact MVB at 844-MVB-BANK (844-682-2265) or you may email your request to clientsupport@MVBbanking.com.

You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice for any reason, unauthorized use of these Services or insufficient funds in one of your Accounts or other circumstances that may create an unanticipated liability to us. After termination or suspension for insufficient funds, we may consider reinstatement once sufficient funds are available in your account(s) to cover any fees and other pending transfers or debits. If scheduled or recurring payments were established, payments will need to be made by other payment methods if your Online Banking Account is closed or restricted.

Notwithstanding anything to the contrary herein, this Agreement will terminate automatically (a) if your Account Agreements on your Eligible Accounts terminate for any reason, or (b) if you otherwise cease to be a Bank customer.

31. **Exclusions of Warranties and Limitation of Damages**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR ELECTRONIC DEVICE(S). NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR ELECTRONIC DEVICE(S) OR SOFTWARE.

THE FOREGOING SHALL CONSTITUTE MVB BANK, INC. AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL MVB BANK, INC. OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEY'S FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

32. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

33. No Waiver

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

34. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

35. Disputes

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this Financial Institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

36. Waiver of Trial by Jury

The parties hereby knowingly, voluntarily, and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements, or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

37. Ownership of Material

Copyright on the pages and on the screens displaying the pages, and of the information and material therein and in their arrangement, is owned by MVB Bank, Inc. and/or our Service Providers unless otherwise indicated. All

registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

38. **Governing Law**

This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the Laws of the State of West Virginia, without regard to its conflicts of Laws provisions.

39. **Counterparts**

This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument. Any provision of this Agreement that is invalid, illegal, or unenforceable will not affect in any way the remaining provisions hereof.

40. **Jurisdiction and Venue.**

In the event that either party commences legal action seeking injunctive relief or specific performance with respect to enforcement, interpretation, or violation of this Agreement, the parties: (a) agree that any such action may be commenced only in a court of competent subject-matter jurisdiction in Marion County, West Virginia; (b) consent to venue and personal jurisdiction in such a court, and (c) waive any defense of lack of venue or personal jurisdiction in any such suit, action, or proceeding. The parties further (x) agree that process in any such suit, action, or proceeding may be served by mailing a copy thereof by certified mail, return receipt requested, to the other party at the Bank's notice address set forth herein or the address provided by you in its account opening documentation, as applicable, and (y) waive any defense of insufficiency of service of such process.

41. **Representatives and Warranties.**

You and the Bank respectively represent, warrant, and covenant that; (i) each is duly organized, validly existing, and in good standing in its state or organization; (ii) the execution, delivery and performance of this Agreement are within their respective powers, have been duly and validly authorized, and do not contravene their respective charters, by-Laws, or any indenture agreement, undertaking, Law or order binding them; (iii) no approval, consent or authorization of any government authority not obtained prior to the date hereof is necessary for execution, delivery or performance of this Agreement; (iv) upon execution and delivery this Agreement will be a valid and binding obligation of you and the Bank enforceable with its terms; and (v) you will perform its obligations under this Agreement in accordance with all applicable laws, including, but not limited to, the Laws administered by the Office of Foreign Assets Control ("OFAC") Law and the Financial Crimes Enforcement Network ("FinCEN") Law.

EXCEPT AS PROVIDED HEREIN OR REQUIRED BY LAW, THE BANK MAKES NO REPRESENTATIONS, WARRANTIES, AGREEMENTS, OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO ANY ITEMS OR SERVICES HEREUNDER; ANY WARRANTIES UNDER THE WEST VIRGINIA UNIFORM COMMERCIAL CODE; OR ANY REPRESENTATION AS TO COMPLIANCE WITH THE ELECTRONIC FUNDS TRANSFER ACT, REGULATION E OF THE FEDERAL RESERVE BOARD OR ANY STATE ELECTRONIC FUNDS TRANSFER STATUE OR REGULATION. NO WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT.

42. **Arbitration Action**

Except for claims involving injunctive relief or specific performance, the parties agree that all other disputes, controversies or claims between them, upon request of either party, will be arbitrated by a single arbitrator, whose selection will be subject to the Parties' mutual approval, and conducted in a private proceeding pursuant to the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA") then in effect. If the Parties are unable to agree upon a private arbitrator within thirty (30) days of a request for arbitration, the Party seeking arbitration may initiate an arbitration proceeding with the AAA by filing a demand for arbitration

with the AAA's Pittsburgh, Pennsylvania regional office, and the selection of arbitrator(s) will be carried out pursuant to the AAA Rules. The arbitrator shall be qualified in banking and securities Law. Any arbitration will be initiated by the filing of a demand for arbitration, a copy of which will be provided to the other party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction thereof. The Federal Arbitration Act will apply to the construction, interpretation, and enforcement of this arbitration provision. Arbitration will be held in the City of Fairmont, West Virginia, or such other place as the parties may mutually agree. Any arbitration proceedings will be confidential and final. This agreement to arbitrate shall be specifically enforceable under applicable Law in any court of competent jurisdiction.

43. Notices and Communications

All notices required and permitted hereunder, including all Exhibits, shall be in writing, by U.S. Mail, email, or telecopy, until the party changing its address delivers written notice of an address change to the other. If intended for you, send to the address on file with the Bank, and if to the Bank, addressed as follows:

MVB Bank, Inc.
Attention: Legal Department
301 Virginia Ave.
Fairmont, WV 26554

44. Force Majeure

The Bank will not be deemed to have breached this Agreement if it fails to perform because of, and shall incur no liability for delays, errors, failures, or damages caused by, circumstances beyond the control of the Bank. Examples of circumstances beyond the control of the Bank include, without limitation: any failure or interruption of any electronic communication system between you and the Bank, equipment or software failure or malfunction, electrical computer, or mechanical failure or malfunction, action or inaction of governmental, civil or military authority, national emergency, fire, riots, insurrection, strike, lockout or other labor disputes, flood, catastrophe, hurricane, weather conditions, war, theft, earthquake, failure of power, material shortage, natural disaster, act of God, default of common carriers or third party vendors or processors, and suspension in payments by another financial institution.

45. Binding Agreement; Benefit

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns, including any acquirer of the Bank or any resulting successor formed by a merger of the Bank with a third party. Unless otherwise indicated in this Agreement, this Agreement is not for the benefit of any third party, and no third party shall have any right against the Bank or you hereunder.

46. Survival

The terms, provisions, representations, and warranties contained in this Agreement which by their sense and context are intended to survive the performance hereunder shall so survive the completion of performance and termination of this Agreement.

47. Cooperation in Loss Recovery Efforts

The Bank and you each agree to cooperate with the other party in performing loss recovery efforts in the event either party may be liable to the other for damages.

48. Severability

If one or more of the provisions of this Agreement (including the applicable operating, and other procedures) should be or declared to be illegal, invalid or unenforceable in any respect under present or future Laws, then (a) this Agreement is to be construed and enforced as if such illegal, invalid or unenforceable provision was not a part hereof; (b) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement; and (c) there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable; PROVIDED HOWEVER, that if this entire Agreement shall be or be declared to be illegal, invalid or unenforceable or should any regulatory agency direct the Bank to discontinue providing the Services hereunder, the parties agree that payments or credits due up to that time shall be

remitted or made, and this Agreement shall thereafter be immediately terminated without liability to either party.



ATTACHMENT 1

Electronic Signature Acknowledgement and Consent

Online Banking Account

GENERAL CONSENT. This Consent to Use Electronic Signature and Records (the "E-Sign Consent") constitutes the full agreement by and between MVB Bank, Inc. ("MVB Bank" and "We"), and the person(s) giving his/her authorization, acknowledgement and consent below ("you" and "your") with information relating to your electronic signatures and electronic receipt of disclosures, notices, statements, and general communications (collectively, the "Documents") in relation to your MVB Online Banking Account ("Account"). By consenting to the terms of this E-Sign Consent, You agree that for all Documents for all accounts and services we may (i) use electronic delivery and, at our discretion, terminate paper delivery of Documents to you and (ii) use and obtain electronic signatures from you in each case unless and until you withdraw your consent to this E-Sign Consent as described in "Your Right to Revoke Consent" section below.

By providing your consent, you agree that the MVB Bank, Inc. may send you, or may designate its service providers, or one of its affiliates to send you, any and all Documents in an electronic form so that you may view, download, upload, approve, sign (if requested) and return documents electronically. View additional examples below for types of Documents that we may send as Electronic Records under this consent.

TELEPHONE COMMUNICATIONS AND CONSENT. If you access your Account via a mobile device, or if you provide us with a telephone number that is a mobile phone number, you consent to receipt of information calls and text messages made by us or our service providers to provide services to you related to Account. We may use automatic dialing systems and prerecorded calls to this number and any number you provide to us. Your mobile provider may charge message and data rates.

MEANS OF ELECTRONIC DELIVERY. You consent to receive electronic delivery of Documents, including by any of the following means:

1. By posting such information to your mobile banking application portal and/or document storage.
 2. By text message or SMS at the mobile phone number associated with the Account (which may include a link to the information on the website);
 3. By electronic or email transmission to your designed email address; and
 4. By electronic or email transmission with a hyperlink to MVB Bank's website or other website where the information is posted.
- The delivery of information by any of the means described above shall be conclusive if not objected to in writing by you within thirty (30) days after transmission.

ACCOUNTS WITH MULTIPLE AUTHORIZED SIGNORS OR JOINTLY OWNED

Each Account owner may provide an email address for the Account in connection with each owner's consent to receive electronic Documents. Only one account owner's authorization is required to enroll in electronic delivery for Documents and to manage preferences for any category of Documents including Account statements. For purposes of electronic notification for paperless statements and other Documents on a joint or multiple authorized signor Account, you agree that electronic notifications for such Documents delivered to the email address of the Account owner who enrolls in electronic delivery for such Documents will constitute delivery to all Account owners, even if all Account owners may not have access to such email address.

YOUR RIGHT TO REVOKE CONSENT. Your consent to receive and sign electronic Documents will Remain in effect until revoked. Withdrawal of consent for certain Documents may result in a fee or change in fee for some Accounts. Please refer to your Electronic Bank Statement Agreement for additional information on paper statement fees. We will not impose any fee to process the withdrawal of your consent to receive Documents by electronic delivery.

You may at any time revoke your consent to receive electronic deliveries by contacting Customer Support at 844-MVB-BANK (844-682-2265). Your withdrawal of consent will become effective only after we have had a reasonable opportunity to act upon it. You may withdraw consent to electronic delivery for Online Only Accounts or Services but in the case of your Online Banking Account a withdrawal will result in a termination of such service without further notice and your access denied.

REQUESTING PAPER COPIES.

For Documents scheduled for electronic delivery, you should not expect to receive a paper copy of any Document unless you revoke your consent, or if we are unable to deliver electronically such documents. You can obtain a paper copy of an electronic Document by printing it yourself once downloaded from the portal and/or document storage.

CHANGE OF YOUR DESIGNATED E-MAIL ADDRESS. If you wish to change your designated e-mail address, you must contact us right away to update your e-mail address in our records. Please update your email through your online banking profile through the portal. Once your request to change your designated e-mail address is submitted, your change of designated e-mail address will be effective as of the end of the following Business Day. Please note that modifying your delivery preferences does not constitute a withdrawal or modification of your consent to electronic delivery for Accounts.

COMPUTER AND MOBILE HARDWARE, SOFTWARE AND OTHER REQUIREMENTS. You must have the following listed items and features to receive Documents electronically, to print copies of the Documents, and to retain electronic copies of the Documents:

1. A valid email address and software to access it;
2. A personal computer capable of accessing the Internet and, or a mobile device capable of accessing the internet and using of the operating system updated to the Current Version;
3. A web browser, including but not limited to, Chrome, Microsoft Internet, Mozilla Firefox, or Safari, updated to the Current Version; and
4. Adobe Acrobat Reader® or a similar software that enables you to open and display files in PDF format, updated to the Current Version;

If you wish to print copies of the Documents, a printer capable of printing text screens.

We define "Current Version" as a version of the software currently supported by its publisher. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for our use of electronic Communications.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for mobile or handheld devices, notice of these particular requirements will be provided to you.

If the above computer or mobile hardware or software requirements materially change, notice of the new requirements will be provided to you. By continuing to use your Account after notification has been provided, you affirm your consent to use electronic signatures and records as defined in this E-Sign Consent.

ENFORCEABILITY. Whenever possible each provision of this E-Sign Consent shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this E-Sign Consent shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remainder of such provision or the remaining provisions of this E-Sign Consent.

ADDITIONAL EXAMPLES OF DOCUMENTS (collectively, the "Documents"):

1. This E-Sign Consent and any amendments;
2. Our Account Terms & Disclosures, other service or user agreements for online access, and all amendments to any of these agreements;
3. All the periodic account and activity statements, disclosures and notices we provide to you concerning your MVB Accounts;
4. Any notice or disclosure regarding fees or assessments of any kind, including late fees, overdraft fees, over limit fees, and returned item fees;
5. Notices of amendments to any of your agreements with us; and
6. Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion

SIGNATURE. By electronically signing this E-Sign Consent, you acknowledge reading, understanding, and agreeing to all of its provisions.