

Electronic Banking Agreement

Effective Date: April 1, 2016

MVB Bank, Inc. – Electronic Banking Support:

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

113 Platinum Drive, Suite H Bridgeport, WV 26330

www.mvbbanking.com

PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.

1. **Scope of this Agreement**

This Agreement between you and MVB Bank, Inc. 301 Virginia Avenue Fairmont, WV 26554 governs your use of our Online Banking services (the "Service"). The Service permits our Customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

2. **Accepting the Agreement**

After you have carefully read this Agreement in its entirety and our Privacy Policy, you will be asked to accept the terms and conditions of this Agreement. When you accept these terms and conditions, you represent and warrant that you are an Authorized User acting with full authority, and that you are duly authorized to execute this Agreement.

You should print and/or save a copy of this Agreement for your records. To print, select the print button below or select the print function on your browser. To save a copy of this Agreement on your computer, select "File" and then "Save As" on your browser.

If you need help printing or saving this document, or if you have any questions about this Agreement, please contact MVB. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described within this Agreement.

WHEN YOU CLICK ON THE "ACCEPT" BUTTON BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCEPTING, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL BUTTON.

3. **Definitions**

Agreement - means these terms and conditions of the Online Banking services.

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.

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 6:00 PM on the same Business Day. Transactions completed after 6:00 PM will be processed on the following Business Day. Bill Payment cut-off and scheduling times differ and are further detailed in this Agreement.

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.

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 by the use of 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.

Service - means the Online Banking services offered by MVB Bank, Inc. through its Service Providers.

Service Provider - includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Online Banking.

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.

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 involve in the provision of the Service.

4. Basic Online Banking Services

The basic features currently available through the Service include:

- Up to 24 months of complete Internet transactional detail and history
- Account Inquiries for balances, etc.
- Copies of monthly Account Statements
- Transfers between your accounts at this Financial Institution, and outside Financial Institutions
- Secure e-mails via the Service's messaging system
- Secure File Transfers
- View loan/CD balances
- Online check reorders
- Payments to loans at this Financial Institution
- Transaction downloads for use with QuickBooks®, Quicken®, Microsoft® Money

Bill Payment services are optional. You can request Bill Payment privileges in the online enrollment process and/or you can add Bill Payment services at a later time by contacting MVB or by sending us a secure message through the Service. Bill Payment customers also have access to electronic Bill Presentment or Bill Delivery.

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 emergencies 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.

5. **Other Basic Online Banking Features**

(A) **Stop Payment Feature**

Stop Payment Request must be made through an MVB Customer Service Representative unless prior written authorization is in place.

There may a stop payment fee associated with this feature. Please refer to our fee schedule for additional information or contact us at 1-844-MVB-BANK (844-682-2265). Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request.

(B) **Check Reorders, Address Change, Order Documents, Secure E-Mail & Secure File Delivery Services**

Additional features within the Service include: check reorders, secure emails for address changes, document requests, and secure file delivery. The submission of requests, such as those for address changes, document requests, or check reorders, will generate a secure email to this Financial Institution. Generally, requests received through the Service's secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact MVB.

We also offer a direct link for check reorders. This link will securely submit your reorder request directly to Deluxe Financial Services. MVB Bank has chosen Deluxe Financial Services as our preferred check supplier. You hereby acknowledges and accepts that MVB Bank utilizes a third party provider for these services, which is governed by its own privacy policy and terms of use. The secure file transfer feature within the Service provides a means for you to forward files to this institution in a secure manner. There may be additional fees associated with some of these services, such as when you reorder checks through the Service. Fees will be disclosed in our fee schedule and/or at the time of your request.

6. **Fees**

Basic Online Banking Service: (view balances and account transfers) - No charge

7. **Requirements for Enrolling in the Service**

In order to enroll in the Service:

- You must have an Eligible Account with this Financial Institution.

- Your account with us must be in good standing.
- You must be 18 years of age or older.
- You must be a resident of the United States or its possessions.
- You must have a computer and Internet browser that will support 128 bit encryption.
- You will need Internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.

Prior to enrolling in the 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.

If we revise hardware and software requirements, and if there's a material chance that the changes may impact your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

8. **Enrollment Process**

You must complete the enrollment process to use the Service. You can enroll for the Service on the Internet, a mobile device, or you can enroll in any of our offices.

The Internet enrollment involves completing a secure online application 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. Our Online Banking Department will verify the information you submit for accuracy and proper authorizations.

Business Customers interested in the commercial Online Banking Service can use the Request Business Online link. Business Customers will be contacted to establish commercial services.

9. **Linked Accounts**

When you first enroll for the Basic Online Banking Service we will link all of 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 or send us a secure email message through the Service.

With the exception of sole proprietors, Business Customers may NOT link personal Consumer accounts to the Business Service account.

10. **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 Bill Payments or other transfers initiated through the Service. Any Authorized User must be

authorized individually to make electronic transfers and online Bill Payments even though that person's authority to make transfers by other means may still require dual signatures. 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.

11. 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.

12. Canceling 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".

13. Bill Payment and 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 and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as Money Market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized electronic transfers, which include computer initiated transfers, telephone transfers, checks, and point-of-sale transactions during a given monthly statement period. Transfers and Bill Payments authorized by personal computer through the Service are counted toward the six permitted monthly transfers. Bill Payments are considered third party transfers and are limited to three (3) transactions. Federal regulations currently place no limits on the number of transfers or Bill Payments from your Checking accounts, therefore this financial institution currently limits the Bill Payment Service to only Checking Accounts.

14. Bill Delivery and Presentment

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

(A) Information Provided to the Biller

We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by you; contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

(B) Activation

Upon activation of the electronic bill feature, our Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

(C) Notification

Our Bill Payment Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, our Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

(D) Cancellation of Electronic Bill Notification

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

(E) Non-Delivery of Electronic Bill(s)

You agree to hold harmless, this Financial Institution and its Service Providers should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

(F) Accuracy and Dispute of Electronic Bill

Neither this Financial Institution, nor its Service Providers are responsible for the accuracy of your electronic bill(s). This Financial Institution and its Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

15. 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. You should read our Privacy Policy before completing the enrollment process for the Service.

(A) 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.

Please refer to our Privacy Policy for additional detail on disclosure of account information.

16. Internet 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 deactivate 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 should carefully select a Password that is hard to guess.

- You should not use words based on your name, address or other personal information.
- Do NOT use dictionary words.
- 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 “My Settings” menu after you log on to the Service.

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

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 to you is that 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 actually 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. 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 computer in order to identify your computer 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 computer's hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

Additional Security Guidelines:

- All Authorized Users should sign-off after every Service session; however, online sessions will automatically end after ten (10) minutes of inactivity. This to protect you in case you accidentally leave your computer unattended after you log-in.
- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.

- Routinely scan your computer, 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 computers.
- 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 computer 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.

17. Your Password Responsibilities

When you accept the terms and conditions of this Agreement, you agree not to give or make available your passcode or other means to access your account to any unauthorized individuals. You are responsible for all transfers you authorize using the Service. If you permit other persons to use the Service, your password, or other means to access your account, you are responsible for any transactions they authorize.

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.

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).

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.

18. 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 void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. 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);
2. 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;
3. 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;
4. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;

5. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer;

7. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;

8. 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

9. 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 Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, this Financial Institution and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

19. **Documentation And Verification Of Payments And Transfers**

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

20. **Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts**

(A) Errors and Questions

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- Telephone us at 844-MVB-BANK (844-682-2265) during customer service hours;
- Contact us by using the secure messaging feature within the Service; or
- Write to us at 113 Platinum Dr. Suite H, Bridgeport, WV 26330

If you think your statement is incorrect or you need more information about an electronic transfer listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- Tell us your name, relevant Service account number(s);
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

(B) *Consumer Liability for Unauthorized Transfers*

Tell us AT ONCE if you believe your Username or Password has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit if applicable).

If consumer customers tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

21. Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you 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 material, 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 material and limit access to only the Service's more recent revisions and updates.

22. **Electronic Disclosures**

Other disclosures may include: monthly account statements which will be provided through the customer's online banking account. The equipment necessary for accessing these types of disclosures electronically is described within this Agreement in Section 8.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER ONLINE BANKING RELATED DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE AND REPRESENT THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

You may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting us at:

<https://www.mvbbanking.com/about-us/contact-us.html>

844-MVB-BANK (844-682-2265) or

MVB Bank, Inc. 113 Platinum Dr. Suite H, Bridgeport, WV 26330

You can also "opt-out" of electronic only statements on the statements page within the Service. Some of our accounts have electronic statements as a qualification for that particular type of account. Please contact your local banking office if you have questions about removing the electronic statement option from one of these types of accounts.

Additional fees for paper copies of account statements may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies.

You should print or save a copy of all disclosures delivered electronically.

23. **Address, E-mail, or Payment Account Changes**

When you enroll in the Service, we may send you a "Welcome" e-mail. 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. You must provide us your current e-mail address in order for us to deliver this information to you

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 Service in the User Services 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.

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

In the event you wish to cancel the Service, please contact MVB or send us a secure email through the Service.

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 due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Online Banking activity for a period of 3 consecutive months, accessibility may be terminated.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Online Banking Department.

25. 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 COMPUTER. 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 COMPUTER 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 ATTORNEYS 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by MVB Bank, Inc. and/or is 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.

32. Governing Law and Relation to Other Agreements

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of West Virginia, without regard to its conflicts of laws provisions.

33. Proceed with Enrollment for the Service

By clicking on the "I agree" button below you represent that you are the owner of an Eligible Account to be enrolled in the Service and/or have been authorized by the owner to enroll for the Service. Clicking on the "I Agree" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

(If you do not agree, choose cancel below.)

If you click "cancel" you can still enroll at a later time by completing an application in one of our offices. You will still be asked to accept the terms and conditions of this Agreement.

34. PopMoney External Transfer

MVB offers the ability to electronically transfer money to individuals using the recipient's email address, mobile phone number or account information. Popmoney services are one-time transactions in which a single electronic transfer is issued upon advance request. Customer acknowledges that MVB utilizes a third party provider for Popmoney External Transfer services. Any Customer who registers for External Transfer will need to enroll in the Popmoney Service.

Customer must make each Popmoney request for an amount not to exceed \$2000.00 per transaction with a maximum of \$2,000 limit per day with a cumulative rolling 30 day period total not to exceed \$6,000.00.

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

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

Request Money is an option of Popmoney where Customer may send a request for payment using an email address or mobile phone number. Requests for payment can be made in specific or open amounts. Requests can be paid, ignored or allowed to expire by the recipient. The requestor will incur a fee upon receipt of the payment. See fee schedule for fees.

35. General External Transfer

MVB Bank offers External Transfer services by means of electronic transfers. 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. You hereby acknowledges and accepts that MVB Bank utilizes a third party provider for external transfer services.

Enrollment in this service is optional. You is bound by the Terms and Conditions supplied by our third party External Transfer provider. These terms and conditions are provided at the time the service is requested.

A. Processing Requirements

To subscribe to External Transfer, You must have at least one checking, savings or money market

account with MVB Bank. An account that requires two or more signatures to make withdrawals may not be designated for use with this service. Business accounts will not be allowed to use the service.

- You must make each External Transfer request for an amount not to exceed \$2,000.00 with a cumulative rolling 30 day period not to exceed \$6,000.00.
- You are required to complete the verification process for each account held outside of MVB Bank that will be utilized with the External Transfer feature to allow MVB Bank to transfer funds to or from their account held at MVB Bank.

External Transfer Options:

- Standard External Transfer both Inbound and Outbound, require a minimum of 3 business-days for the transfer to be completed.
- Next Day External Transfer, both Inbound and Outbound, require a minimum of 1 business-day for the transfer to be completed.

Qualification Requirements for the Next Day External Transfer:

- You must have no history of negative activity or NSF items related to External Transfer.
- You must have completed a Standard External Transfer in the amount of at least \$500 and 60 days must have passed since the date of the Standard External Transfer.
- For Outbound Next Day External Transfer MVB Bank account must have an available balance of \$750 over the amount of the requested Transfer.

MVB Bank reserves the right to refuse to complete transfer requests using External Transfer. MVB Bank also reserves the right to terminate the use of the External Transfer service.

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.

B. Client Liability for External Transfer

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.