ACCOUNT TERMS & DISCLOSURES

CREDIT KARMA CHECKING

Please read this carefully and retain it for future reference. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION AND FORBIDS CLASS ACTIONS ("ARBITRATION" SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT OPEN OR USE THE CREDIT KARMA CHECKING ACCOUNT OR THE VISA DEBIT CARD.

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I. GENERAL ACCOUNT TERMS

Definitions. Throughout this Agreement, the terms "you," "your," and "account owner" refer to the Customer whether or not there are one or more Customers named on the account, and the terms "we," "our," and "us" refer to the Bank, MVB Bank, Inc. and CK Progress, Inc. The term “Bank" refers solely to MVB Bank, Inc.

General Agreement. This agreement outlines the Credit Karma Checking account terms and disclosures (the “Agreement” or “Checking Account Terms & Disclosures”) related to the Checking Account provided by MVB Bank, Inc. a West Virginia state chartered bank, member of the Federal Deposit Insurance Corporation (“FDIC”). The Credit Karma Checking account is offered on behalf of CK Progress, Inc., the program partner (“Credit Karma”). You understand that your account is also governed by applicable law.

This Agreement includes a schedule of fees and charges applicable to the account, the interest rate(s) and applicable Annual Percentage Yield, compounding and crediting of interest, minimum balance requirements, and other pertinent information related to the Credit Karma Checking account, **see Exhibits A & B**. The information found in this Agreement’s opening disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice thirty (30) calendar days prior to the change, with the exception of interest rate reductions, which may change due to the variable rate feature of this product. By providing a written or electronic signature on this Agreement or any other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Agreement.

Important Information About Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What This Means For You. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

This Agreement and the deposit relationship do not create a fiduciary relationship.

Credit Karma Checking Account Eligibility. The Credit Karma Checking account is available to and may be opened by citizens and permanent residents of the fifty (50) United States (“U.S.”) and the District of Columbia who are at least 18 years of age with a valid Social Security number. Please be aware that any person who has already validly opened a Credit Karma Checking account may maintain such account after moving to an outlying territory of the United States (i.e. American Samoa, Guam, Northern Mariana Islands, Puerto Rico and the U.S. Virgin Islands), provided, however, such accountholders acknowledge and hereby agree that they will not be able to receive a new debit card upon their current debit card’s expiration while residing in such outlying territories of the United States. This means existing account holders will still be able to use their Credit

Karma Checking account while residing in an outlying territory of the United States, but after their account's debit card expires, the accountholder will not receive a new one, unless and until such accountholder reestablishes their residency in the U.S. or the District of Columbia and informs us of the same. This is a fully electronic based account and thus it is only available to those who accept MVB's Electronic Signature Authorization, Acknowledgement and Consent. We may use information from third parties to help us determine if we should open your Credit Karma Checking account.

Your Choice of Account. You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

Account Opening. You may open the Credit Karma Checking account at the Credit Karma mobile banking application or website (the "Platform"). A Credit Karma customer has the option of opening a separate Credit Karma Savings account ("Credit Karma Savings") which is an interest-bearing account. Separate disclosures apply to the Credit Karma Savings account.

Account Specifics. The Credit Karma Checking account earns interest on any deposited funds once those funds have been received and credited to your account. The Credit Karma Checking account can be used to accept direct deposits, make payments and transfers to third parties online or through the use of a Credit Karma Visa® Debit Card. When you open a Credit Karma Checking account, we open a Sub-Deposit Account or omnibus custody account ("Sub-Deposit Account") opened at MVB Bank for your benefit. MVB Bank is the custodian of your Sub-Deposit Account and your funds housed in your Sub-Deposit Account. The Sub-Deposit Account structure is used to accommodate our business needs and will not affect the way you use your Credit Karma Checking account. By opening this Credit Karma Checking account, you agree to appoint MVB Bank as your agent and custodian for the Sub-Deposit Account we hold for your benefit. Your Credit Karma Checking account and the Sub-Deposit Account are considered a single account for purposes of your deposits, payments, balances, and FDIC deposit insurance coverage, and will appear as such on your statements and when you view your account through the Platform.

FDIC Insurance. The funds in your Credit Karma Checking account are insured up to $250,000 by the Federal Deposit Insurance Corporation, subject to applicable limitations and restrictions of such insurance. To learn more about FDIC insurance please carefully review the information provided by the FDIC at: https://www.fdic.gov/deposit/deposits. See additional information about deposit placement services, found in section "Deposit Network**."**

Individual Account. The Credit Karma Checking account may only be owned and titled in the name of one person who may deposit, transfer, or withdraw funds. The Credit Karma Checking account cannot be owned or titled jointly, by an organization, as Payable on Death ("POD") or "In Trust For" ("ITF"). We may close the Credit Karma Checking account if we determine it is being used for business purposes. We reserve the right to refuse to process any transaction that we believe may violate the terms of this Agreement.

Backup Withholdings. You acknowledge that this account cannot be opened if you are currently subject to backup withholding.

Withdrawals. Use of the Credit Karma Checking account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions defined herein. Deposits will be available for withdrawal consistent with the terms of this Agreement included herein. Please refer to the table under the Section for Electronic Funds Transfer Disclosure / Terms.

Transfers and Assignments. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

Business Days. Business days are Monday through Friday; federal holidays are not included. Deposits received by four o'clock (4:00 PM) Eastern Time (ET) will be considered current-day deposits. Any deposits received after that time will be processed the following business day. A record of timestamped transactions is provided on the account statement and are designated in Eastern Time (ET).

Calendar Day. A calendar day includes the time from midnight to midnight in Eastern Time (ET). Calendar month includes the time from midnight of the last day of the previous months to midnight of the last day of the current month in Eastern Time (ET).

Death or Incompetency. Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for ten (10) days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

Power of Attorney. You may appoint another individual as attorney-in-fact- for your Credit Karma Checking account. The account owner and person executing the power of attorney is known as the "Principal." The person granted the power of attorney for the Principal is known as the "Agent." You should notify us in advance if you plan to create a power of attorney involving your Credit Karma Checking account. We generally will accept a Uniform Statutory Form Power of Attorney that complies with state laws. We may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible to provide us with information if an affidavit presented to us is untrue or misleading or if Agent exceeds the authority granted by the Principal in the power of attorney.

We may refuse to accept any forms of powers of attorney, however, with or without cause in accordance with state laws. We may act on the instructions of an attorney-in-fact whether or not the attorney-in-fact relationship is noted in the instruction (e.g., on any check signed by the attorney-in-fact. You can revoke your power of attorney by sending a written notice to us at any time. The power of attorney will continue in force until a) we receive written revocation from the Principal; b) we receive written notification of the Principal's death; or c) we receive written notification of the death or incapacity of the Agent. We assume no duty to monitor the action of your attorney-in-fact to ensure that he or she acts for your benefit.

Statements. Electronic statements are available to view and print via the Platform. Carefully review your statements each statement period and notify us of any errors within sixty (60) days of your statement becoming available. If you do not, you may be responsible for unauthorized transactions as described in the section "Your Liability for Unauthorized Transfers." You acknowledge you will not receive paper statements.

ACH Services. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of West Virginia. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association (*"NACHA")* Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

Provisional Payment. The credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

International ACH Transactions. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control ("OFAC"). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

Unlawful Internet Gambling. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling.

Notice of Receipt. We will not provide you with notice of our receipt of the ACH order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you electronically.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of West Virginia.

Fees, Services Charges and Balance Requirements. You agree that you are responsible for any fees, charges or balance/deposit requirements as provided in this Agreement provided to you at the time you opened the account, **see Exhibit A**. Fees, charges and balance requirements may change from time to time.

Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third- party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). Unless required by law, we may not send notice to you of our receipt of any of these notices of Claims. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

Inactive Accounts. You understand that if your account is inactive for one hundred and eighty (180) days or more, we may close your account. Your account is defined as inactive if you have not initiated a deposit into the account. Once you have funded your account after opening, your account will be active and may no longer be deemed inactive. If we close your account, we will utilize our standard procedure to close or lock your account as outlined below under the Closing and Restricting Account paragraph.

Dormant Accounts. You understand that if your account is dormant for fourteen (14) months, we may close your account. We reserve the right to refuse to return any unused balance amount less than $1.00. Your account will become dormant unless, within the specified period above, you have conducted account activity such as depositing / withdrawing funds. If we close your account, we will utilize our standard procedure as outlined below under the *Closing and Restricting Account* paragraph.

Closing and Restricting Your Account. You have the right to request the closure of your account anytime with or without cause**.** We have the right to close or restrict your account or your account transactions at any time without notice and without your consent for any reason unless prohibited by applicable law. The reasons we may restrict and/or close your account or your account transactions include, but are not limited to: (a)You provided incorrect or misleading information when opening your account; (b) You are maintaining a negative balance account; (c) You conduct transactions that results in ACH returns; (d) You are conducting or we suspect that you or a third party are conducting illegal or fraudulent activity; (e) There is a dispute regarding your account; or (f) You abuse our systems or violate this Agreement. If your account has a balance when we close it, we will return the funds to you, unless prohibited by law, by ACH transfer to the last successfully linked bank account, alternative electronic payment methods, or by mailing you a check. Allow fourteen (14) days for processing and mailing of the refund check. We reserve the right to refuse to return any unused balance amount less than $1.00. Except as may be limited by applicable law, you agree to hold us harmless from and against any losses arising from, or in any way relating to, our refusal to pay or release funds in accordance with this section. Due to

system limitations, if your account is closed you may not be able to open a new Credit Karma Checking account.

Escheatment. If your funds are returned to us and you do not collect such funds, we will follow the escheatment procedure as dictated by applicable state law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law. You will need to seek collection directly with the state you listed as your primary address.

Program Closure. In the event the Credit Karma Checking program is cancelled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Credit Karma Checking account balance, will be in the notice.

Our Waiver of Rights. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

Your Waiver of Notice. By opening this account, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your Credit Karma Checking account. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

Notice. You are responsible for notifying us of any address or name changes, death of an account holder, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

Privacy. We choose how we share your personal information in accordance with law, see further detail on **Attached** - Privacy Notice and CCPA Notice.

Exhibits. All exhibits attached to this Agreement are incorporated herein by reference and made a part of this Agreement.

Telephone and Electronic Communication. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an auto dialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communications to you at the email addresses you provide to us, as defined in our Electronic Signature Authorization, Acknowledgement and Consent ("Consent"). Please see the Consent for paragraphs on 'Change of Your Designed E-Mail Address' and 'Your Right to Revoke Consent'.

Online or Mobile Service. Upon the opening of this account from us using our mobile services, we may record your personal information from a scan or a copy of your driver's license, supporting documents, or other personal identification card, or we may receive an image or make a copy of your driver's license, supporting documents, or other personal identification card. We may store or retain this information to the extent permitted by law.

English Language Controls. Any translation of this Agreement is provided for your convenience. The meaning of the terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

Telephone Monitoring/Recording. We may monitor and/or record telephone calls between you and us to assure the quality of our member service team or as required by applicable law.

No Warranty Regarding Goods or Services as Applicable. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Credit Karma Checking account.

Amendments and Alterations. You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent via email to the most recent email address shown on the account records.

Effective Applicable Laws and Regulations. You understand that this Agreement is governed by the laws of West Virginia, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

Indemnification and Limitation of Liability. You agree to indemnify and hold us harmless from any losses, damages, suits and expenses, including reasonable attorneys' fees, which we may incur as a result of taking any action or not taking any action that we are entitled to take pursuant to this Agreement or relying upon instructions or information from you.

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, WE ARE NOT LIABLE FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM OUR FAILURE TO ACT, OR ANY DELAY BEYOND TIME LIMITS PRESCRIBED BY LAW OR PERMITTED BY THIS AGREEMENT IF SUCH FAILURE OR DELAY IS CAUSED BY YOUR

NEGLIGENCE, ACTS OR OMISSIONS OF THIRD PARTIES, INTERRUPTION OR MALFUNCTION OF EQUIPMENT OR COMMUNICATION FACILITIES (INCLUDING, BUT NOT LIMITED TO, THE CREDIT KARMA PLATFORM), SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, GOVERNMENT ACTION, ACTS OF WAR, TERRORISM OR CIVIL STRIFE, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF THE BANK, PROVIDED THE BANK EXERCISED SUCH DILIGENCE AS THE CIRCUMSTANCES REQUIRE. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE BANK SHALL BE EXCUSED FROM SUCH FAILURE TO ACT OR DELAY AS LONG AS SUCH CIRCUMSTANCES PREVAIL AND THE BANK CONTINUES TO USE ITS COMMERCIALLY REASONABLE EFFORTS TO RECOMMENCE PERFORMANCE. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, OUR LIABILITY TO YOU FOR A CLAIM IS LIMITED TO THE FACE VALUE OF THE ITEM OR TRANSACTION, OR THE ACTUAL VALUE OF ANY FUNDS NOT PROPERLY CREDITED OR DEBITED AND WE WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND.

This Indemnification and Limitation of Liability subsection does not, in any case, reduce our liability to you as described in the section "VI Electronic Fund Transfer Disclosure / Terms."

II. DEPOSITS / DEPOSIT NETWORK

Deposits. You may make deposits to your Credit Karma Checking account using any of these methods:

Transaction Type	**Frequency and/or Dollar Limits*** **
ACH transfers initiated on the Platform	The maximum amount deposited into the Credit Karma Checking account per transaction: $1,000.00 ** The maximum amount deposited to the Credit Karma Checking account in one Calendar day: $1,000.00 ** The maximum amount deposited to the Credit Karma Checking account in one Calendar month: $30,000.00 **
Incoming ACH Transfers initiated at an external financial institution	No limits
Direct Deposits*	No limits
Check Deposits	Refer to Mobile Remote Deposit Capture Terms & Disclosures

Cash Deposits****	The maximum amount deposited into the Credit Karma Checking account per transaction: $500.00 The maximum amount deposited into the Credit Karma Checking account per transaction at Walmart locations: $1,000.00 The maximum amount deposited into the Credit Karma Checking account per transaction at ACE and PLS locations: $1,500.00 The maximum amount deposited to the Credit Karma Checking account in one Calendar day: $1,500.00 The maximum amount deposited to the Credit Karma Checking account in one Calendar week: $3,500.00 The maximum amount deposited to the Credit Karma Checking account in one Calendar month: $5,000.00
*Direct Deposits: The recipient's name on any such deposits we receive must match the name of the Credit Karma Checking account holder.	
** Limits may be increased at any time at our sole discretion without notice.	
***Calendar day includes the time midnight from midnight in Eastern Time (ET). Calendar month includes the time from midnight of the last day of the previous months to midnight of the last day of the current month in Eastern Time (ET).	
****Third party money transfer services used to add cash to your Credit Karma Checking account may impose their own fees, and limits (per transaction, daily, weekly or monthly) on the frequency or amount of cash you may deposit into the account.	

No Foreign Currency Deposits. We do not accept foreign currency deposits for this account. Any deposits received in foreign currency will be sent back to the address we have for you on file. We are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us.

Cash Deposits. We accept cash deposits at select merchants who belong to our third party vendor Green Dot's merchant network. We do not charge a fee for cash deposits. There may be a third party service fee charged by the merchant. For limits see table above.

Funds Availability. Please refer to the section entitled "General Funds Availability" for additional information.

Checks. *Remote Deposit Capture.* We accept checks for deposit through our Mobile Remote Deposit Capture Service, deposit limitations and general terms apply. The Mobile Remote Deposit Capture Terms & Disclosures are hosted and presented to you separately.

Processing Order. This paragraph describes, generally, how we post transactions to your Credit Karma Checking account. Please note that this process may change from time to time, without prior notice to you. Our order of posting depends on a number of factors, including when a transaction occurs, whether it has already been approved by us or has become final, the order in which it is presented, the amount, system availability, potential risk of loss to the Bank, and the type of transaction in question, among other variables. This section details processing order, for funds availability details see the section "General Funds Availability."

We will credit your Credit Karma Checking account for deposits received before four o'clock (4:00 PM) Eastern Time (ET). For direct deposit/withdrawals or if we receive more than one of these transactions for payments from your Credit Karma Checking account, we will generally sort and process them based on the date and time you conducted the transactions. For some transactions the time may be assigned by our systems and may vary from the time you initiated it. As such, if you want to avoid the possibility of a rejected transaction, you should take steps to ensure that your account has sufficient funds to cover each of your transactions.

If your Credit Karma Checking account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. We may report you to consumer reporting agencies, close your account, or both. This could affect your ability to open accounts with us or other banks in the future. If your Credit Karma Checking account has a negative balance and you have another account with us, we reserve the right to exercise our right to set off. See the "Set-offs and Security Interest" section below for details. If your Credit Karma Checking account has a negative balance for sixty (60) calendar days or more, it may be closed.

Deposit Network. From time to time, we may provide you services whereby the Bank will deposit your funds into other insured depository institutions through a deposit network program administered by a third-party service provider and held in custody by a third-party custodian (a "Deposit Network Service"). At any given time, all, none or a portion of the funds deposited into your Credit Karma Checking account may be placed into the Deposit Network Service and held beneficially in your name at other depository institutions which are insured by the FDIC and are participants in such Deposit Network Service. Bank utilizes the Deposit Network Service provided by Cambr

Solutions, LLC, a Delaware limited liability company ("Cambr"). As a part of its Deposit Network Service, Cambr has developed a network of FDIC-insured depository institutions located throughout the United States (each a "Network Bank" and together, the "Network Banks"). See further disclosure for the Deposit Network Services in **Exhibit B.**

Through opening your account, you authorize the Bank to utilize the Deposit Network Services with respect to funds deposited into and withdrawn from your Credit Karma Checking account. In addition, you acknowledge and authorize the Bank to utilize Cambr as agent to provide Deposit Network Services. The Custodian Bank is authorized for all purposes to rely on instructions from Cambr with respect to the selection of Network Banks in which your funds are deposited. Cambr may use the services of one or more qualified Custodian Banks as it deems suitable for the purpose of fulfilling the role of custodian for the Deposit Network Services. In addition, you agree to the deposit of your beneficial funds in any Network Bank and acknowledge that you may not restrict the underlying placement of funds deposited into any particular Network Bank. You understand that your funds at such Network Bank may not be fully insured by the FDIC in the event the aggregate balance of all accounts beneficially owned by you at such Network Bank exceeds the then current SMDIA, and thus, you may be subject to loss in the event of a failure of a Network Bank.

III. NON-SUFFICIENT FUNDS AND OVERDRAFTS

Available Balance. We use an available balance method to determine whether there are sufficient funds in your account to pay an item. The available balance reflects the total account balance, less any pending withdrawals and any transactions with funds on hold, including the following:, deposit holds, and holds on debit card transactions that have been authorized but not yet posted (i.e., pre-authorization holds). These pending transactions and holds reduce your available balance. For example, you have $100 in your account and you spend $30, which shows as a pending transaction on your account. Your available balance is $70.

Problems that Could Occur with Deposits. *Overpayments and Reversals.* If funds are deposited or transferred into your Credit Karma Checking account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit from your Credit Karma Checking account without prior notice to you. If there are not enough funds in your Credit Karma Checking account at that time, Your Account could become overdrawn. See "Overdrafts" and "Set-offs and Security Interest" sections below for more information about what could occur if your Credit Karma Checking account has a negative balance.

Overdrafts. You are not permitted to overdraw your Credit Karma Checking account unless otherwise informed. If the available balance in your Credit Karma Checking account is not sufficient to cover any payment or withdrawal you have authorized, we can refuse to process the payment or withdrawal. We may pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize to pay an overdraft, your transaction will be declined. Even if we've paid overdraft items before, we are not required to do it in the future. It's your responsibility to avoid overdrawing your account.

Set-offs and Security Interest: If your Credit Karma Checking account becomes and remains negative for fifteen (15) days, we can use the funds in any of your accounts held by the Bank to repay the amount owed on the negative balance Credit Karma Checking account. This means, we have the right to set-off any liability, direct or contingent, past present or future that you owe against any account you have with us. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for all your liabilities and obligations to us now or in the future. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited federal or state benefit payments (including Social Security benefits). If you don't want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits. If any federal benefits or other payments are deposited to your account after you become ineligible to receive them, we may set-off against any of your accounts to recover the payments if we're obligated to return funds to the payor. We will notify you if we have exercised our right to set-off.

IV. VISA DEBIT CARD TERMS

How you sign up for a Credit Karma Checking account determines whether you will automatically receive a Credit Karma Visa Debit Card (the "Card"). If you sign up and are approved for a Credit Karma Checking account through TurboTax, you will automatically receive the Card if your Refund Advanced Deposit or Federal Tax Refund gets deposited to your Credit Karma Checking account. You will not receive the Card simply by signing up and being approved for a Credit Karma Checking account. Once you fund your Credit Karma Checking account, you will receive the option to order the Card. Funding means a deposit into your Credit Karma Checking account initiated on the Platform, including transfers of money between Credit Karma accounts. Even if you don't automatically receive the Card or fund your Credit Karma Checking account, you can still request us to issue the Card to you anytime you would like us to do so. You acknowledge and agree that the funds accessible through use of the Card are limited to the available funds of your Credit Karma Checking account. The Card is property of the Bank and must be surrendered upon demand. The Card is non-transferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

Activate the Card. You must activate the Card before it can be used. You may activate through the Platform. You will need to provide personal information for us to verify your identity. Certain functionality outlined in this Agreement may be restricted prior to activating the Card, for details see "Deposits to the Account," "Electronic Banking Services" and "Electronic Funds Transfer Disclosure and Special Terms and Conditions."

Personal Identification Number. You will not receive a Personal Identification Number ("PIN") with the Card. However, you will be prompted to select a PIN when you activate it. See the activation instructions in the "Activate the Card" section. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the section labeled "Your Liability for Unauthorized Transfers."

Authorized Card or Credit Karma Checking Account Users. You are responsible for all authorized transactions initiated and fees incurred by use of the Card or Credit Karma Checking account. If you permit another person to have access to your Card, Card number(s), Credit Karma Checking account number(s) or PIN, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons, unless such information was fraudulently obtained by the person(s) making such transactions, under which circumstances your liability will be in accordance with applicable law You are wholly responsible for the use of your Credit Karma Checking account according to the terms and conditions of this Agreement.

Secondary Cardholder. You may not request an additional Card for another person.

Your Representations and Warranties. By activating the Card or by retaining, using or authorizing the use of the Card provided with the Credit Karma Checking account, you represent and warrant to us that (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States ("U.S.") or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Credit Karma Checking account is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms.

Cash Access and Transaction Limitations. With your PIN, you may use the Card to obtain cash from your Credit Karma Checking account at any Automated Teller Machine ("ATM") or any Point of Sale ("POS") device, as permissible by a merchant, that bears the Visa®, Interlink®, Plus® or NYCE Acceptance Marks. You may use the Card at an ATM and withdraw funds at a participating bank (Over the Counter "OTC" withdrawals). These are the itemized cash access and transaction limits for your Credit Karma Checking account.

Transaction Type	**Frequency and/or Dollar Limits*** **
ATM Withdrawals and OTC Withdrawals*	No frequency limits Up to $500.00 per Visa Calendar day**
POS Purchases (Signature and PIN; Virtual Card) including Cash Back at POS	No frequency limits Up to $5,000.00 per Visa Calendar day
Peer-to-Peer transactions ("P2P")	No frequency limits Up to $2,500.00 per Visa Calendar day
* We will assess a fee of $2.50 per withdrawal from an out-of-network ATM. If you receive a single Qualified Direct Deposit (a subset of direct deposits that meet specific source and eligibility criteria as defined below) of $200 or more into your account every 35 days the fee for using an out-of-network ATM will not be charged. ATM and POS device owner-operators, merchants and participating banks may impose their own fees and lower limits on cash withdrawals	
**Limits may be increased at any time at our sole discretion without notice.	
*** Visa Calendar day includes the time from midnight to midnight in Eastern Time (ET).	

Accepted Transactions. You may use the Card to purchase or lease goods or services everywhere Visa debit, Interlink or NYCE Cards are accepted as long as you do not exceed the available balance of your Credit Karma Checking account. Each time you use the Card, you authorize us to reduce the value available in the Credit Karma Checking account by the amount of the transaction and any applicable fees. You do not have the right to stop payment on any purchase or payment transactions originated by use of the Card. You are not allowed to exceed the available amount in the Credit Karma Checking account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in the Credit Karma Checking account, you shall remain fully liable to us for the amount of the transaction. See these provisions in above Sections for additional details if your Credit Karma Checking account balance becomes negative review "Overdrafts" and "Set-offs and Security Interest." The Card cannot be redeemed for cash. You may not use the Card for any illegal online gambling or any other illegal transactions.

Authorizations and Holds. Debit card transactions and related authorization holds may impact your available balance.

- **Authorized Holds.** When you authorize the merchant with whom you use your card to debit your account, we must promise the merchant

to pay for the purchase upon the merchant's request and thus a hold is placed for the authorized amount. During the hold period, you will not have access to the authorized amount and this amount is not yet applied to the debit card purchase. It could be days between the authorization and the payment to the merchant. In most cases, the hold expires when the transaction is paid. If the hold expires and the transaction is not finalized by the merchant, the funds will be returned to your available funds. If you have questions about the status of your transaction, you should contact the merchant directly.

- **Pre-authorized Holds**. Pre-authorized holds are typically placed at a restaurant, a hotel, for a car rental purchase, or for similar purchases, and the transaction may be pre-authorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Additionally, if you use the Card at an automated fuel dispenser ("pay at the pump"), the transaction may be pre-authorized for an amount up to $125.00 and that hold will remain until the final purchase has been cleared by the merchant. A pre-authorization hold may take up to forty-eight (48) hours for the hold to be removed after the final purchase has been cleared by the merchant. In some instances, the merchant does not provide sufficient information to match the transaction to the pre-authorized hold and this may cause further delay. If you have questions about the status of a pre-authorized hold or transaction, you should contact the merchant directly.

Additional holds may be placed as highlighted in the section labeled "Closing and Restricting Your Account."

Card Not-Present Transactions. If you use the 16-digit Card number without presenting the Card (such as for mail orders, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number or transactions you can make with the Card.

Split Transactions. Some merchants do not allow customers to conduct split transactions where the Card is used as a partial payment for goods and services and the remainder of the balance is paid with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in the Credit Karma Checking account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping the Card, the Card is likely to be declined. Card based partial payments may result in authorization holds described in the section above "Authorization and Holds."

Non-Visa Debit Transactions. New procedures are in effect that may impact you when you use the Card at certain merchant locations. In the past, transactions have been processed as a Visa debit transaction unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Visa debit, Interlink or a NYCE transaction.

Merchants are responsible for and must provide you with a clear way of choosing how to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the Interlink or NYCE network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the Interlink or NUCE network. Please refer to the section "Your Liability for Unauthorized Transfers" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.
To initiate a non-Visa debit transaction at the POS enter your PIN at the POS terminal or provide your 16-digit Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

Transactions Made in Foreign Currencies. If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the amount deducted from the available balance of your Credit Karma Checking account will be converted by Visa into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable processing date. If you conduct a transaction in a foreign currency, Visa will assess a third-party fee ("Visa International Card Fee") to your Credit Karma Checking account, see **Exhibit A**. This Visa International Card Fee is charged by Visa and not by us.

Receipts. You should get a receipt at the time you make a transaction using the Card. You agree to retain, verify and reconcile your transactions and receipts.

Card Replacement. If you need to replace the Card for any reason except at Card expiration, please do so through Credit Karma at https://support.creditkarma.com. You will be required to provide personal information which may include your Credit Karma Checking account number, 16-digit Card number, full name, transaction history, copies of acceptable documentation, etc. If you need to replace your physical Card, you may use your Virtual Card, if active, to conduct transactions.

Card Expiration. The Card will expire no sooner than the date printed on the back of it. You will not be able to use the Card after the expiration date; however, a replacement Card will be mailed to you. If you need a Card replacement for any reason other than the Card's expiration, you may request one at any time by following the procedures in the section labeled "Card Replacement."

V. VIRTUAL CARD TERMS OF USE

If your mobile or other electronic device ("Device") hosts a digital, virtual or mobile wallet application or platform ("Wallet") that allows you to register, validate, store and use debit card information ("Virtual Card") to make contactless purchases, you may elect to be issued a Virtual Card to the Wallet(s). You acknowledge and agree that the funds accessible through use of the Virtual Card are limited to the available funds of your Credit Karma Checking account. The Virtual Card is non-transferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

Virtual Card Details.
The Virtual Card will be a separate number from your physical Card in a Wallet on a Device. The data is encrypted and assigned a unique reference number thereby making it a "Virtual Card," which when used in combination with a transaction specific security code, can be transmitted to process your payment to a merchant. Your Virtual Card is a debit card, your payment transactions are subject to all transaction limits and accepted transaction use governing your physical Card as defined above in this Agreement.

Personal Identification Number. You will not receive a Personal Identification Number ("PIN") with the Card. However, you may be prompted to select a PIN when you use the card for select merchants. If a merchant prompts you to enter a PIN, please request for a signature verification method.

Authorized Virtual Card. You are responsible for all authorized transactions initiated and fees incurred by use of the Virtual Card. If your Device is lost or stolen, your fingerprint identity, password or other authentication mechanism is comprised, or you have any reason to believe fraud or theft has or could be committed in relation to your Virtual Card, you should advise us immediately following the procedures in the section labeled "Your Liability for Unauthorized Transfers."

Your Representations and Warranties. By requesting the Virtual Card or by retaining, using or authorizing the use of the Virtual Card connected with the Credit Karma Checking account, you represent and warrant to us that (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States ("U.S.") or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Credit Karma Checking account is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Virtual Card.

Transactions Made in Foreign Currencies. If you obtain funds or make a purchase in a currency other than the currency in which the Virtual Card was issued, the amount deducted from the available balance of your Credit Karma Checking account will be converted by Visa into an amount in the currency of the Virtual Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable processing date.

Receipts. You should get a receipt at the time you make a transaction using the Virtual Card. You agree to retain, verify and reconcile your transactions and receipts.

Wallet Provider's Terms
The Wallet is a service that is provided by third parties without any warranty from the Bank. Before you request a Virtual Card, please review the Wallet provider's Term of Use. You acknowledge that the Bank is not a party to the agreement between you and the Wallet provider. Bank is not responsible for delay, interruption or other failure, maintenance, support, software issues, or any damages, including but not limited to product liability claims and regulatory matters.

Virtual Card Cancellation. If you need to cancel the Virtual Card, please do so through Credit Karma at https://support.creditkarma.com. You will be required to provide personal information which may include your Credit Karma Checking account number, 16-digit Card number, full name, transaction history, copies of acceptable documentation etc.

VI. ELECTRONIC FUNDS TRANSFER DISCLOSURE TERMS

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Card at automated teller machines (ATMs) and any networks described below.

Transfer Services

- **Direct Deposits**. You may arrange for the direct deposit of funds by third parties, such as your employer or a government agency, to your Credit Karma Checking account. The recipient's name on any such deposits we receive must match the name of the Credit Karma Checking account holder. If a direct deposit is received in another name, we may return such deposits. Person-to-person transfers, transfers from one account to another or from other financial institutions and Instant Transfers (including Instant Transfers for Earned Wage Access) are not considered direct deposits. A "Qualified Direct Deposit" is an electronic payment of payroll, wages, salary, or government benefits sent from a payroll processor or government benefits agency into your Credit Karma Checking account.

Instant Funds Transfers. You may be eligible to instantly transfer funds up to your instant transfer limit outlined in the table below to an external United States bank account via a Visa or Mastercard debit card (together referred to as a "Debit Card"). You may not instantly transfer funds to a foreign debit card. Instant transfer withdrawals will work as follows, after entering the sixteen-digit card number, card expiration date, and CVV of the external Debit Card as the destination recipient for the funds transfer, you will then have the option to select an amount to instantly transfer up to the limit applicable to your account. If you are utilizing the Refund Advance Deposit offering, expecting a direct deposit refund from the Internal Revenue Service or state government (collectively "Refund"), or have $750 of recurring monthly Qualified Direct Deposits, then your instant transfer limit is the amount set forth in the table below for Refund Instant Transfer and/or Instant Transfer Tier 2. If you are not utilizing or stop utilizing the Refund Advance Deposit offering, do not expect a Refund, or you do not have $750 of recurring monthly Qualified Direct Deposits from a payroll or government benefits provider, then your instant transfer limit is the amount set forth in the table below for Instant Transfer Tier 1. A 1.75% transfer fee will be applied to every instant transfer transaction with a minimum transfer fee of $0.25. There is no maximum fee. Funds are typically deposited to your external Debit Card within thirty (30) minutes. Transactions will be monitored and may be held, delayed or blocked for risk-based reasons. Sometimes instant transfers can be delayed. We reserve the right to run promotions relating to this feature at any point in time according to specifications of our choosing.

Instant Deposit. You may deposit funds into your Credit Karma Checking account using an external debit card. Instant Deposit transactions are subject to the minimum transaction amount and maximum monthly amount limitations described in the Limits Table below. We may change your limits at any time for risk, fraud, or account management purposes.

To initiate an Instant Deposit, you must provide the sixteen-digit card number, expiration date, and CVV, and select a deposit amount within your available Instant Deposit limits. Your personal Instant Deposit limits are displayed on the Platform and may be less than the maximum limits shown in the table below. Once you initiate an Instant Deposit, you cannot cancel or modify the transaction. You may link up to four (4) eligible external debit cards. You may not instantly deposit funds using a foreign debit card or other ineligible cards, such as prepaid or credit cards.

Most deposits are posted within minutes after the transfer is approved. Although funds are typically made available quickly, availability is provisional and the transaction may later be reversed or adjusted if the debit card transaction is rejected, reversed, or disputed. Processing times may vary, and your transaction may be delayed or declined for reasons including, but not limited to, risk, insufficient funds, network or processor outages, or a failure of the external bank to authorize the transaction.

We do not charge a fee for Instant Deposit, as reflected in the Fee Schedule below. Your debit card issuer or bank may charge fees, including overdraft or other transaction fees.

We may suspend or discontinue or limit your access to Instant Deposit for risk, fraud, or account-related reasons, at any time without prior notice.

- **Platform Transfers. You may deposit and withdraw funds from your Credit Karma Checking by transferring funds to and from your external linked bank account using the Platform. ACH Credits or Debits initiated on the Platform are subject to limits on the dollar amount, as defined below. We may increase your daily limit on a per-transaction basis. An increase applies solely to that current transaction and may not apply to your next transaction.**

- **ACH Deposits**. You may not initiate an ACH deposit to your Credit Karma Checking account through the Platform. All ACH deposits to your account must be initiated from an external financial institution, unless the ACH deposit is a part of a recurring ACH deposit described in the paragraph below.

- **Pre-authorized Debits**. Your Credit Karma Checking account number and bank routing number, may be used for pre-authorized direct debits ("ACH Debit(s)") from merchants, Internet service or other utility service providers ("Merchants") and for the purpose of initiating direct deposits ("ACH Credits") to your Credit Karma Checking account. Other relevant terms and conditions described elsewhere in the Agreement also apply as long as they are consistent with Regulation E. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association ("NACHA") and you agree to comply with the NACHA rules.

- **Debit Card and ATMs.** You may use the Card to make purchases at merchants that accept the Card or to obtain cash at ATMs, Over the Counter cash and, subject to availability, cash back at POS terminals. You may make cash withdrawals and POS purchases, not to exceed the established limits for your Credit Karma Checking account. See the sections labeled "Cash Access and Transaction Limitations" for details about the limits. If your Credit Karma Checking account is closed or restricted for any reason, you will not be able to transact using your Card (including at an ATM).

Limits on ACH, Instant Deposit, and Instant Transfer Transactions

Transaction Type	Frequency and/or Dollar Limits
ACH Debits (withdrawals) initiated on the Platform	No limit to the number of times per Calendar day Up to $1,000.00 per Calendar day and $30,000.00 per Calendar month**
ACH Debits initiated by third parties	No limits

ACH Credits (deposits) initiated on the Platform*	No limit to the number of times per calendar day Up to $1,000 per Calendar day, maximum of up to $30,000 per Calendar month**
ACH Credits (deposits) initiated by third parties*	No limits
Instant Deposit initiated on the Platform	$5 per transaction minimum Up to $750 per Calendar month**
Instant Transfer Tier 1 (withdrawals) initiated on the Platform	Up to $500 per Calendar day Up to $500 per Calendar month
Instant Transfer Tier 2*** (withdrawals) initiated on the Platform	$750 per Calendar day $750 per Calendar month
Refund Instant Transfer (withdrawals) initiated on the Platform	Up to $2,500 per transaction $5,000 per Calendar day $10,000 per Calendar month
*Acceptance of ACH Credits may vary by financial institution. Please contact the bank you wish to send funds to prior to initiating an ACH Credit to determine if restrictions apply.	
** Limits may be increased at any time without notice. Eligibility for higher transaction limits is determined at our sole discretion based on account history and other risk factors.	
***Instant Transfer Tier 2 limits require enrollment in and receipt of recurring Qualified Direct Deposits totaling more than $750.00 per month.	

Right to Receive Documentation of Electronic Funds Transfers

- Statements. You will have access to an electronic monthly statement that can be viewed via the Platform under your account profile.
- Direct Deposits or Automated Credits. If you have arranged to have direct deposits made to your Credit Karma Checking account, then your account activity and monthly statement should capture if and when the deposit has been made. If you have questions, you can contact Credit Karma Member Support at: https://support.creditkarma.com.

Stop Payments. To stop a recurring ACH transfer to a merchant you pre-authorized to debit the Credit Karma Checking, it is best to contact the merchant directly to request cancellation of the recurring payment. If the merchant with whom you arranged recurring ACH transfers from your Checking account is unable or unwilling to stop the transfer, then reach out to Member Support at https://support.creditkarma.com to request a stop on such payment.

Your request to stop payment must be received at least three (3) business days before a scheduled entry. If these regular payments may vary in amount, the payee will tell you, ten (10) days before each payment, when it will be made and how much it will be. If you fail to give us your request at least three business days prior to a transfer, we may attempt, at our sole discretion, to stop the payment. We assume no responsibility for our failure or refusal to do so, even if we accept the request for processing. Also, our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

If we call you to collect information on your stop payment request, we may require you to put your request in writing within 14 calendar days and provide your notice to the payee, revoking the payee's authority to originate debits to your account, and other supporting information. If we do not receive the written confirmation within fourteen (14) days, we may not honor subsequent debits to your account.

A stop payment order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the stop payment order, or 2) the return of the debit entry, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. A release of the stop payment may be made only by you, the account holder, who initiated the stop payment request.

Liability for Failure to Stop Payment of Pre-authorized Transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Your Responsibility to Notify Us of Loss or Theft. If you believe your Credit Karma user access credentials have been compromised and/or stolen, contact Member Support at: https://support.creditkarma.com. Also, contact us **at once** if you believe your Card, PIN or Credit Karma Checking account number has been stolen.

Your Liability for Unauthorized Transfers. You must notify us immediately of any unauthorized use or if your Card / PIN has been lost or stolen. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Credit Karma Checking account is $0.00 unless you are grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa or to ATM transactions outside the U.S. In the event that the Visa Zero Liability

Rules do not apply, if you notify us within two (2) business days after you learn of any unauthorized transactions, you may be liable for no more than $50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card, Credit Karma Checking account number or PIN and we can prove that we could have stopped someone from using your Credit Karma Checking account without your permission if you had promptly notified us, you may be liable for as much as $500.00. If your Card or PIN has been lost or stolen, we will close your Card to keep losses down and send you a replacement Card.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors." If you do not notify us within sixty (60) days after you become aware of the transaction(s) and/or the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking value if you had notified us in time. If a good reason kept you from telling us (e.g., a long trip or hospital stay), we will extend the time periods.

Our Liability for Failure to Complete Transactions. If we do not properly complete a transaction from your Credit Karma Checking account or Card on time or in the correct amount according to our Agreement with you; we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough funds available in your Credit Karma Checking account to complete the transaction;
- If a merchant refuses to accept your Card or Credit Karma Checking account number;
- If an ATM where you are making a cash withdrawal does not have enough cash;
- If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- If access to your Card or Credit Karma Checking account has been blocked after you reported your Card or Credit Karma Checking account number lost or stolen;
- If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, or computer communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- Any other exception stated in our Agreement with you.

Confidentiality. We may disclose information to third parties about your Credit Karma Checking account, Card or the transactions you make:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Credit Karma Checking account or Card for a third party, such as a merchant;
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- If you consent by giving us your written permission;
- To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- Otherwise as necessary to fulfill our obligations under this agreement.

Information About Your Right to Dispute Errors. In case of errors or questions about your electronic transactions, call 1-888-315-3267 or email to https://support.creditkarma.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed in the statement or receipt. An error can also be disputed from within the platform by accessing the transaction and selecting "Report It." We must allow you to report an error until sixty (60) days after the earlier of the date you electronically accessed your Credit Karma Checking account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by sending us an email at https://support.creditkarma.com.

You will need to tell us:

- Your name, Credit Karma Checking account number and/or 16-digit Card number;
- Why you believe there is an error, and the dollar amount involved; and
- Approximately when the error took place.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) Business days. We will determine whether an error occurred within ten (10) Business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Credit Karma Checking account within ten (10) Business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) Business days, we may not credit your Credit Karma Checking account. For errors involving new Credit Karma Checking accounts; transactions with a merchant's POS terminal, whether in-person, online, by telephone, mail, or otherwise; or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Credit Karma Checking accounts, we may take up to twenty (20) Business days to credit your Credit Karma Checking account for the amount you think is in error. For errors involving unauthorized pre-authorized debits ("ACH"), we will ask you to complete and sign an "Affidavit of Unauthorized ACH" and return it to us to assist in our investigation. We will tell you the results within three (3) Business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documentation used in the investigation may be obtained by contacting us at the phone number or address shown at the beginning of this section. If you need more information about our error-resolution procedures, email at https://support.creditkarma.com/

VII. TRUTH IN SAVINGS DISCLOSURE

RATE INFORMATION. The interest rate is 0.10% and Annual Percentage Yield ("APY") for this account is 0.10%.

Variable Rate. Your interest rate and annual percentage yield may change.
Determination of Rate. At our discretion, we may change the interest rate on your account.
Frequency of Rate Changes. We may change the interest rate on your account at any time.
Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

Compounding and Crediting. Interest will be compounded monthly and will be credited to the account monthly. The minimum amount of interest that can be paid on your account in a statement period is $0.01. If your total interest earned in a statement period is less than $0.01 you will not receive an interest payment in that period. If you close your account before interest is credited, you will receive the accrued interest. Interest may be reported on IRS form 1099.

Accrual of Interest. Interest accrues based upon the collected balance every calendar day at 5:00:00 PM ET. If your deposit is credited on or before 5:00:00 PM ET, it will begin to accrue interest on that calendar day. If your deposit is credited after 5:00:00 PM ET, it will begin to accrue interest on the next calendar day. All time stamped transactions provided on this account statement are designated in Eastern Time.

Minimum Balance Requirements. You are not required to deposit any amount to open this account. However, a deposit made into the account must not be less than $1.00 per transaction.

Minimum Balance to Obtain APY. You must maintain a minimum daily balance of $0.01 in the account each day to obtain the disclosed annual percentage yield.

Balance Computation Method. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. The daily balance that we use when calculating interest is the collected balance. The collected balance means those funds for which we have actually received payment before 5:00:00 PM ET when we determine the daily balance on which interest is paid.

Accrual of Non-Cash Deposits. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items.

Transaction Limitations. Minimum and maximum transaction limitations apply for transactions initiated on the Credit Karma platform, limitations apply. See the section labeled "Limits on ACH Transactions."

Incoming ACH Transfers. You may deposit funds to your Credit Karma Checking account via an incoming ACH transfer. If ACH is returned, we will debit your account for the item and may adjust any interest earned.

Maximum Balance. You may only maintain a balance of $5,000,000.00 in your account, not inclusive of interest payments causing the account balance to exceed $5,000,000.00.

Return of ACH Transfer. If we receive an ACH transfer from you for a deposit into your account, and the deposit would cause you to exceed the applicable maximum aggregate limits, we may, in our sole discretion, reject and return the ACH transfer, in accordance with applicable requirements. If you deposit funds that cause your Credit Karma Checking account balance to exceed the applicable maximum deposit limits by greater than or equal to $500 (or such lesser amount as determined by the Bank in our sole discretion), you authorize us to return the full excess deposit balances to you via check, or, subject to applicable authorization requirements, via ACH transfer.

VIII. GENERAL FUNDS AVAILABILITY

Information contained in this section is provided to assist you in understanding our Funds Availability Policy. All deposits into your Credit Karma Checking account are processed at a Bank processing facility.

We make funds available according to the type of deposit and when the funds are applied or credited to your Credit Karma Checking account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your Credit Karma Checking account, you may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers or payments, or transactions using your Card during the hold period. We have the right to refuse any deposit.

If final payment is not received on any item you have deposited into your Credit Karma Checking account, or if any direct deposit, ACH transfer credit is returned to us for any reason, you agree to pay us the amount of the returned item.

- **Availability.** The length of the delay in the availability of funds varies depending on the type of deposit.
- **Business Days.** Business days are Monday through Friday; federal holidays are not included. Deposits received by four o'clock (4:00 PM) Eastern Time (ET) will be processed and considered current-day deposits that will be credited on or before 5:00:00 PM ET. Any deposits received after that time will be processed the following Business day. A record of timestamped transactions are provided on the account statement and are designated in Eastern Time (ET).
- **Day of Deposit**. The length of the delay in the availability of funds is counted in Business days from the day your deposit is applied to your Credit Karma Checking account. A record of timestamped transactions is provided on the account statement and are designated in Eastern Time (ET).
- **Availability of Internal Transfers Between Accounts**: When you transfer funds from one of your Credit Karma bank accounts to another

of your Credit Karma bank accounts on a Business day, the funds will be available immediately.

- **Availability of ACH Transfers**.
  - Funds from ACH Transfers received from another bank or financial institution will generally be available on the same Business day the deposit is deemed to be received by us.
  - Funds from ACH Transfers that are initiated through the Platform will generally be available on or before the third (3rd) Business day from the date it is deemed to be received by us, exceptions apply.
- **Early Availability of Direct Deposits**.
  - Funds from direct deposits received from your employer will generally be available on the day a notification of an electronic payment is received, which may be up to two (2) business days prior to the scheduled payment date. This means that you may receive early access to your direct deposits compared to standard payroll electronic deposit. The timing of availability is subject to the payor submitting the payment information to the Bank prior to the release date. Payor may not submit payment information early and availability of direct deposits may vary from payment to payment.
  - Funds from third parties such a federal and state government agency (e.g., the IRS), will generally be available on the day a notification of an electronic payment is received, which may be up to five (5) business days prior to the scheduled payment date. This means that you may receive early access to your federal and state government agencies direct deposit compared to standard electronic deposit. The timing of availability is subject to the payor submitting the payment information to the Bank prior to the release date. Federal and state government agencies may not submit payment information early and availability of direct deposits may vary from payment to payment.
  - Early Direct Deposit Availability is a service that is offered to you by the Bank, and the Bank reserves the right to suspend the service temporarily or permanently without notice. If the service offering is suspended, then the availability of your direct deposits will follow the standard ACH transfer availability timeline as outlined above.
  - Your account will be automatically enrolled in Early Direct Deposit Availability. You may not unenroll from this service offering, however you may choose to not utilize direct deposit functionality or close your account.
  - If your do not receive early access to your direct deposit, it may be due to one of the following:
    - Your payor did not submit the payment information 1-5 days early;
    - The direct deposit was not in your name;
    - The Bank could not verify the payor / payment information; or
    - Fraud prevention restrictions may have applied to the payor / payment amount.

If you have questions on the availability of funds, you may contact Member Support at https://support.creditkarma.com to ask us when the funds will be available.

IX. DISPUTE RESOLUTION; MANDATORY ARBITRATION; WAIVER OF CLASS ACTION

Please read the following section carefully because it requires you to arbitrate certain disputes and claims and limits the manner in which you can seek relief, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this arbitration provision. In addition, arbitration precludes you from suing in court or having a jury trial.

NO REPRESENTATIVE ACTIONS. Any claim, controversy or dispute arising out of or related to this Agreement, the account, the creation, use, existence or other issues related to the account, or any other products or services provided by or on behalf of us (a "Dispute") is personal and any Dispute will be resolved solely through individual action, and will not be brought as a class action, class arbitration, or any other type of representative proceeding.

ARBITRATION OF DISPUTE. Except for small claims actions in which you or we have asserted an individual action in small claims court located in the applicable county of residence, or any Dispute in which you or we seek injunctive or other equitable relief for alleged breaches of confidentiality obligations or for alleged infringement or misappropriation of intellectual property, **you and we waive any and all right to a jury trial or to have any Dispute resolved in court**. Instead, for any Dispute that you have against us, you agree to first contact us and attempt to resolve the claim informally by sending a written notice of your claim ("Notice") to us using the following contact information:

Attn: Legal Department
MVB Bank, Inc,
301 Virginia Ave
Fairmont, West Virginia 26554

The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the Dispute; and (c) set forth the specific relief sought. Any notice from us to you will be similar in form to that described above. If you and the Bank or CK Progress, Inc. cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then either party may submit the Dispute to binding arbitration as provided herein or, under the limited circumstances set forth above, in court. Arbitration of Disputes will be administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules ("AAA Rules") before one arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration proceedings will be held in your county of residence. The most recent version of the AAA Rules is available on the AAA website (https://adr.org/) and is hereby incorporated by reference. You either acknowledge and agree that you have read and understand the AAA Rules or waive your opportunity to read the AAA Rules and waive any claim that the AAA Rules are unfair or should not apply for any reason.

This Agreement affects interstate commerce and the enforceability of this Section IX will be substantively and procedurally governed by the

Federal Arbitration Act, 9 U.S.C. § 1, *et seq*. (the "FAA"), to the maximum extent permitted by applicable law. If the FAA, this Agreement, and the AAA Rules are found to not apply to any issue that arises under this Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of West Virginia.

As limited by the FAA, this Agreement, and the AAA Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Dispute, including the power to determine the question of arbitrability, and to grant any remedy and award any relief that would be available in court for the claims presented in arbitration.

The arbitration may allow for the discovery or exchange of non-privileged information relevant to the Dispute. The arbitrator, us, and you will maintain the confidentiality of any arbitration proceedings, judgments, and awards, including information gathered, prepared, and presented for purposes of the arbitration or related to the Dispute therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy, or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and we agree that for any arbitration you initiate, unless applicable law provides otherwise, as determined by the Arbitrator, you and we shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed $75,000, we will pay all such fees, unless the Arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). **Any Dispute must be filed within one year after the relevant claim arose; otherwise, the Dispute is permanently barred, which means that you and we will not have the right to assert the claim.**

HOW TO OPT OUT OF ARBITRATION. You may opt out of this arbitration section. If you do that, a court will resolve any dispute or claim. To reject this section, send us a notice within 45 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address, account number, and personal signature, and must be either emailed to creditkarmaoptout@mvbbanking.com or mailed to the following address:

Attn: Fintech Operations
MVB Bank, Inc.
301 Virginia Ave.
Fairmont, West Virginia 26554

These are the only ways you can reject this section. Rejecting this arbitration section will not affect any other provision of this Agreement. It will also not affect any prior arbitration agreement or dispute resolution provision between you and us, which will remain in full force and effect. If you don't reject this arbitration section, it will be effective as of the date of the Agreement and will supersede any prior arbitration agreement between you and us that would otherwise be applicable.

SEVERABILITY. If any portion of this Section X is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from this Agreement; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section X or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section X; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section X is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought outside of arbitration, and the remainder of this Section X will be enforceable.

XI. JURISDICTION AND VENUE

In the event that you commence legal action that is not subject to Section X, you: (a) agree that any such action may be commenced only in a state or federal court of competent subject-matter jurisdiction in 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.

EXHIBIT A

FEE SCHEDULE

All fee amounts will be withdrawn from your Credit Karma Checking account and will be assessed as long as there is a remaining balance in your Credit Karma Checking account, except where prohibited by law. Any fees charged by a third party, as identified below, will be assessed against your account automatically. These third-party fees could bring your account to a negative balance or cause attempted transactions to be declined.

Fee Description	**Fee Amount and Frequency**
Cash Withdrawal or Balance Inquiry Fee at an ATM*	$0.00
Cash Withdrawal Fee at an Out-of-Network ATM**	$2.50
POS Cash Back / Over the Counter Fee ***	$0.00
Electronic Statement	$0.00
Stop Payment	$0.00
Return of Deposited or Cashed Item	$0.00
Debit Card Fulfillment/Replacement Fee	$0.00
Virtual Card Fee	$0.00
Dormant Account Fee	$0.00
Per Domestic Transaction Charge	$0.00
Per International Transaction Charge****	$0.00
Periodic (Monthly) Charge	$0.00
Withdrawal Fee (not ATM)	$0.00
Pre-authorized Transaction Fee	$0.00
Non-Sufficient Funds Fee	$0.00
Overdraft Fee	$0.00
Negative Balance Fee	$0.00
Instant Deposit	$0.00
Instant Transfer Tiers 1 and 2 Fee	1.75% transfer fee per transaction, minimum transfer fee of $0.25
Refund Instant Transfer Fee	1.75% transfer fee per transaction, minimum transfer fee of $0.25

*If you use an out-of-network ATM, the ATM operator may charge a fee for the transaction, in a balance inquiry, even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only. This ATM fee amount will be charged to your Credit Karma Checking account.

** If you receive a single Qualified Direct Deposit of $200 or more into your account every 35 days, the Out-of-Network ATM fee will not be charged.

*** If you use POS Cash Back or Over the Counter Withdrawal services, device owner-operators, merchants and participating banks may impose their own fees on cash withdrawals. This POS Cash Back / Over the Counter Fee is a third-party fee amount assessed by the individual device operator only and is not assessed by us. This POS Cash Withdraw / Over the Counter Fee amount will be charged to your Credit Karma Checking account.

*** If you use your Credit Karma Visa Debit Card to transact in foreign currencies, you will be charged a 1.00% fee of the total purchase by Visa for each transaction. The Visa International Card Fee will be charged to your Credit Karma Checking account.

EXHIBIT B

DEPOSIT NETWORK SERVICE

Please carefully read the complete disclosure in this **Deposit Network Services Exhibit B.**

How It Works. In the event funds from your Credit Karma Checking account are deposited into Network Banks via the Deposit Network Service, the Bank will deliver funds as your agent to a custody bank participating in the Deposit Network Service (the "*Custodian Bank*"). Cambr is responsible for directing the Custodian Bank to make deposits, in specific amounts, at one or more of the Network Banks. In the event the Bank requests your funds to be returned from the Deposit Network Service to the Bank, it will send notice to the Custodian Bank and Cambr. Cambr will then direct the Custodian Bank to make withdrawals, in specific amounts, from one or more Network Banks. The Custodian Bank will then return funds to the Bank in the amount requested by the Bank. You are not required or permitted to take any action with respect to the Deposit Network Services.

Network Banks. Cambr has created, developed and manages a proprietary network of insured depository institutions, also referred to herein as the Network Banks, through which funds deposited by you at Bank may be deposited into accounts at one or more of the Network Banks, along with funds from other persons. A list of Network Banks is available here, Cambr List of Network Banks. The use of the Deposit Network Services will not create a direct relationship between you and: (i) any of the Network Banks, (ii) Cambr or (iii) the Custodian Bank. Cambr, as agent of Bank, maintains records of the balance of each depositor beneficially held at each Network Bank.

FDIC Insurance. The FDIC is an independent agency created by the United States Congress that provides deposit insurance to depositors in commercial banks and checking institutions legally chartered to offer banking services in the United States. FDIC deposit insurance is backed by the full faith and credit of the United States government. FDIC deposit insurance covers the depositors of a failed FDIC-insured depository institution dollar-for-dollar, principal plus any interest accrued, through the date of a bank failure, up to at least the then current Standard Maximum Deposit Insurance Amount, or "*SMDIA,*" as determined by the FDIC. As of July 17, 2019, the SMDIA is $250,000. As a part of the Deposit Network Services, the amount of your funds deposited from your Credit Karma Checking account at any Network Bank will not exceed the then applicable SMDIA. As a result, assuming that you have no funds in any of the Network Banks, your funds would be eligible for full protection through FDIC insurance.

The Deposit Network Service allocates funds solely on data provided to it by the Bank. Therefore, if you maintain funds at any of the Network Banks directly or through an intermediary, your funds at such Network Bank may not be fully insured by the FDIC in the event the aggregate balance of all accounts beneficially owned by you at such Network Bank exceeds the then current SMDIA. In the event you have funds at any of the Network Banks, your deposit insurance coverage may be adversely affected, and your principal and any accrued interest may not be fully insured by the FDIC. Therefore, you may be subject to loss in the event of a failure of a Network Bank if the aggregate amount of your beneficial funds exceeds the SMDIA at such institution. To learn more about FDIC insurance please carefully review the information provided by the FDIC at: https://www.fdic.gov/deposit/deposits.

Funds Availability. The use of the Deposit Network Service will not modify the General Funds Availability disclosure provided in this Agreement. Access to funds in your Credit Karma Checking account at Bank is governed solely by such funds availability disclosure and policy provided herein.

Interest, Fees and Expenses. You acknowledge you may not earn any net interest on balances beneficially held in Network Banks via the Deposit Network Service. Any and all interest earned on your funds in the Deposit Network Service will be credited to you directly by the Bank, subject to the then current Truth in Checking Act disclosures and other terms of the applicable Credit Karma Checking account. You acknowledge that Bank, Cambr, and Credit Karma may earn fees and other revenues paid by the Network Banks.

Authorizations and Acknowledgements. By entering into this Agreement, you authorize the Bank to utilize the Deposit Network Services with respect to funds deposited into and withdrawn from your Credit Karma Checking account. In addition, you acknowledge and authorize the Bank to utilize Cambr as agent to provide Deposit Network Services. The Custodian Bank is authorized for all purposes to rely on instructions from Cambr with respect to the selection of Network Banks in which your funds are deposited. Cambr may use the services of one or more qualified Custodian Banks as it deems suitable for the purpose of fulfilling the role of custodian for the Deposit Network Services. In addition, you agree to the deposit of your beneficial funds in any Network Bank and acknowledge that you may not restrict the underlying placement of funds deposited into any particular Network Bank. You understand that your funds at such Network Bank may not be fully insured by the FDIC in the event the aggregate balance of all accounts beneficially owned by you at such Network Bank exceeds the then current SMDIA, and thus, you may be subject to loss in the event of a failure of a Network Bank.

Rev. July 2025

FACTS

WHAT DOES MVB BANK, INC. DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: - Social Security number and income; - Account balances and credit history; and/or - Credit scores and wire transfer instructions.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons MVB Bank, Inc. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does MVB Bank, Inc. share?	Can you limit this sharing?
For our everyday business purposes-- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes-- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Visit our Privacy Information Center https://mvbbanking.com/privacy-information-center/

Who we are	
Who is providing this notice?	MVB Bank, Inc.

What we do	
How does MVB Bank, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does MVB Bank, Inc. collect my personal information?	We collect your personal information, for example, when you - Open an account or deposit money; - Apply for a loan or give us your income information; and/or - Show your driver's license. We may also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only - sharing for affiliates' everyday business purposes – information; about your creditworthiness; - affiliates from using your information to market to you; and - sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing (see Other important information section below).

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. - Our affiliates include companies with a subsidiary relationship to MVB and others, such as: MVB Edge Ventures, LLC; Paladin Fraud, LLC; MVB Insurance, LLC; Victor Technologies, Inc; MVB Technology, LLC; Intercoastal Mortgage Company, LLC; Warp Speed Holdings, LLC; Ayers Socure II, LLC; and SPE PR, LLC
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies: - MVB Bank, Inc. does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. - Our joint marketing partner(s) include companies such as financial product or service marketing companies.

Other Important Information

Nevada residents only: Nevada law requires that we provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Ave., Suite 3900, Las Vegas, NV 89101; Phone number 702-486-3132; email: aglnfo@ag.nv.gov.

Vermont residents only: In accordance with Vermont law, we will not share your personal information with nonaffiliates except for our everyday business purposes or with your consent.

California residents only: In accordance with California law, especially the California Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA), we will limit sharing among our affiliates to the extent required. Please refer to our California Consumer Privacy Act Notice for more information about our CCPA/CPRA compliance.

To review the privacy practices by our partner(s), please visit their separately published Privacy Policy.

SPECIAL NOTICE FOR CALIFORNIA RESIDENT

CALIFORNIA CONSUMER PRIVACY ACT NOTICE

Please read this notice issued by MVB Bank, Inc. ("MVB") carefully if you reside in California before you make choices about your personal information. The California Consumer Privacy Act of 2018 ("CCPA"), as amended by the California Privacy Rights Act of 2020 ("CPRA"), provides consumers residing in California with several rights concerning how we collect, use, disclose, and otherwise process personal information that we collect either online or offline, including but not limited to the ability to request the personal information being collected and the option of deleting certain collected personal information. This Notice constitutes our notice at collection and our privacy policy pursuant to the CCPA and CPRA. This Notice does not apply to MVB subsidiaries and affiliates unless such subsidiary or affiliate links to this policy.

What personal information does MVB collect?

We collect Personal Data in a variety of contexts. For example, we collect Personal Data to provide consumers financial products and services, and for our employment and human resource purposes.

Within the past 12 months, certain categories of personal information on consumers as defined under the CCPA and CPRA may or may not have been collected as follows:

Category	Examples	Collected
A. Identifiers	Personal identifiers such as real name, alias, Social Security number, driver's license number, passport number, other federal or state issued identification numbers, or other similar unique identifying information.	Yes
B. Personal Information	Personal Information – Personal information of consumers including contact details such as physical address, mailing address, email address, phone number, bank account numbers, bank account balances, payment card details including credit and debit card numbers, as well as medical and health insurance information, or other similar information.	Yes
C. Characteristics of Protected Classification	Consumer characteristics including contact details such as age (40 years or older), race, ethnicity, ancestry, national origin, gender, religion, sexual orientation, familial genetic information, or other protected class information.	Yes
D. Commercial Information	Including records of personal property, details of purchase and transaction histories including but not limited to goods and services purchased or obtained.	Yes
E. Biometric Information	Biometric derived information, such as fingerprints, voice recordings, facial recognition patterns, retina images and voiceprints, and other such information typically used for identity authentication purposes.	No
F. Internet or Network Activity	Online information and other information from MVB's websites, applications and advertisements such as a consumer's browsing or search history.	Yes
G. Geolocation	Information identifying a consumers' physical location or movements.	Yes
H. Information Detected by the Senses	Generally, audio, visual, electronic, thermal or other similar information.	No
I. Professional or Employment Information	Professional or employment related information, such as work history and past employers.	Yes
J. Education Information	Educational information including schools attended and other related information that may be gathered.	No
K. Inferences	Inferences based on information about an individual to create a summary or consumer profile about the individual's preferences or characteristics.	No

L. Sensitive Personal Information	Personal Information that reveals: -California resident's Social Security, driver's license, state identification card, or passport number; -California resident's account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; -California resident's precise geolocation; -California resident's racial or ethnic origin, religious or philosophical beliefs, or union membership.	Yes

How does MVB collect and use the personal information collected?

MVB may collect personal information:

- directly from you and documents you provide to the bank for our services;
- indirectly from services provided;
- from activity on our website and other online or digital sources; or
- personal information from third parties interacting with MVB in connection to our services and marketing efforts.

MVB may use consumer's personal information for many reasons, including:

- fulfilling the service for which you provided the information;
- supplying you with information;
- products and services that you requested;
- contacting you with notices that may be of interest;
- carrying out our obligations;
- enhancing and improving our services and products;
- responding as required by legal inquiries, orders or regulations; or
- as otherwise required in the course of MVB's operation, which may include the disclosure of some personal information to service providers.

Use and Disclosure of Personal Information.

It is necessary for MVB to disclose certain consumers' personal information for business purposes with our affiliates, or trusted service providers in order to provide our products and services to you. MVB must also disclose this information at times to comply with legal obligations to those service providers. Whenever working with such service providers, MVB maintains strong oversight to confirm compliance with our privacy and security standards.

In the preceding twelve (12) months, we have disclosed the following categories (corresponding with the table in What personal information does MVB collect? section) of personal information for business purposes: Category A, Category B, Category C, Category D, Category F, Category G, Category I, and Category L.

We disclose your personal information with the following categories of third parties: our service providers and third parties to whom you or your agents authorize us to disclose your personal information in connection with services we provide to you.

In the preceding twelve (12) months MVB Bank has not sold or shared any consumer's (including consumers under 16 years of age) personal information**.** MVB uses or discloses sensitive personal information only for permissible purposes.

How long does MVB keep the personal information?

The length of time that MVB intends to retain each category of Personal Information will depend on several criteria, including (i) the length of time we are required to retain Personal Information in order to comply with applicable legal and regulatory requirements, (ii) the length of time we may need to retain Personal Information in order to accomplish the business or commercial purpose(s) for which such Personal Information is collected, used or disclosed (as indicated in this CCPA Notice), and (iii) whether you choose to exercise your right, subject to certain exceptions, to request deletion of your Personal Information.

What personal information is not covered by CCPA and CPRA?

Much of the personal information that MVB collects is already regulated by federal and state laws, including Gramm-Leach-Bliley Act ("GLBA"), and therefore is exempt from the CCPA and CPRA. For instance, the CCPA/CPRA does not apply to collection or disclosure of any personal information i) in connection with financial products or services that are used primarily for personal, family, or household

purposes, ii) about a consumer resulting from any transaction involving a financial product or service between us and the consumer; or iii) otherwise obtained about a consumer in connection with providing a financial product or service to that consumer. For more details regarding how MVB uses the exempt personal information collected please see the "Why", "What", "How", and "Reasons we can share your personal information" sections of MVB's Privacy Notice(s).

What can you do to control your personal information under the CCPA and CPRA?

Your Rights and Choices

The CCPA and CPRA provides consumers with specific rights concerning their personal information. These rights include the following:

Access to Specific Information

You have the right to request that MVB disclose certain information to you about our collection and use of your personal and sensitive information over the past 12 months.

- The categories of personal information and sensitive information we collected about you.
- The categories of sources for the personal and sensitive information we collected about you.
- Our business or commercial purpose for collecting, using and/or disclosing that information.
- The categories of third parties, contractors and service providers with whom we disclose your personal information.
- The specific pieces of personal information we collected about you.
- If we disclosed your personal information for a business purpose, a list of those disclosures, identifying the personal information categories that each category of recipient obtained.
- Whether your information is sold or shared.
- The retention period or criteria used for retention.

Deletion Request Rights

You have the right to request that MVB delete your personal information that we have collected from you and retained ("*Deletion Request*") unless an exception applies.

Correction of Inaccurate Information

You have the right to request that MVB correct inaccurate personal information that we have collected from you and retained.

In some instances, under privacy and data protection laws, MVB may decline all or part of an *Access Request* or *Deletion Request* related to the covered personal information. This means that we may not provide some or all of this personal information when you make an *Access Request*. Also, we may not delete some or all of your personal information when you make a *Deletion Request*.

How to Submit a Request to Access, Delete or Correct Your Information

For additional information on any of the above, or to submit a request for personal information under the CCPA/CPRA, you may do any of the following:

- Visit us online at: *https://www.mvbbanking.com/ccpa*
- Call us toll free at 1-888-236-5798 between the hours of 8:00 AM and 5:00 PM Eastern Time (ET), Mondays through Fridays
- Email us at: CCPARequests@mvbbanking.com

MVB may request additional information to verify your identity. For individuals submitting a request on behalf of another person, we will require signed authorization documentation and verification of identity directly from the person for whom the request is made. Information submitted for verification purposes only will be used to verify the requestor's identity and/or authority to make a request on another's behalf.

What to Expect

MVB will attempt to respond to a verifiable consumer request within 45 days of its receipt. If MVB requires more time (up to 90 additional days), you will be informed of the reason and extension period in writing. However, it is important to note that MVB cannot respond to your request or provide you with any personal information until MVB can verify your identity or authority to make the request and confirm the personal information relates to you. MVB will not honor your request if we cannot verify your identity or if we cannot verify that you have the authority to make a request on behalf of another individual.

In some cases, your request may seek voluminous or less impactful personal information. This may result in MVB suggesting you receive the most recent personal information collected or a summary or sample of your discovered personal information. If offered, this is designed to give you the opportunity to decide whether you want the remaining personal information.
Generally, MVB will not charge a fee to respond to your requests. If MVB refuses your request, you are entitled to a notice explaining the basis for this determination.

Please note MVB is also a service provider to business clients and may not fulfill requests pertaining to personal information we process on their behalf. For example, we offer payment processing services to retail merchants or payroll to small businesses. If you are a customer, representative, or otherwise associated with one of these clients, we encourage you to reach out to the business directly to exercise your rights specific to this information.

Non-Discrimination

You have the right not to receive discriminatory treatment for exercising these rights. The submission of a *Personal Information Categories Request, Access Request, Deletion Request* or any other request under the CCPA/CPRA will have no impact on the services or pricing you receive from MVB. Any such request will not result in the denial of any goods or services offered by MVB. It will not result in different prices, rates or quality of goods or services.

Only you or a person who you authorize to act on your behalf may make a verifiable consumer request related to your personal information. Under California law, you may designate an authorized agent to make a request on your behalf. You may make such a designation by providing the agent with written permission to act on your behalf. For the safety and security of the consumer's information, "requests to delete" and "right to know" requests submitted to MVB by an authorized agent will require a direct method of communication with our consumer to fulfill the request. You may also make a verifiable consumer request on behalf of your minor child.

In order to ensure we accurately identify you among other customers, however, we are allowed to ask you for basic information required to accurately identify you and only you with respect to your request. Consequently, any request permitted by the CCPA/CPRA is subject to an identification process. This identification process may require a residency verification.

Changes

MVB reserves the right to revise this CCPA/CPRA Notice from time to time at our sole discretion. Any changes will be automatically pushed to your account documents and our California Consumer Privacy Request Form page. Unless otherwise stated, any changes will become effective when we post the revised notice on the site.