ACCOUNT TERMS & DISCLOSURES

CREDIT KARMA SAVINGS

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 CREDIT KARMA SAVINGS ACCOUNT.

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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 MVB Bank, Inc. and CK Progress, Inc. The term the "Bank" refers solely to MVB Bank, Inc.

General Agreement. This agreement outlines the Credit Karma Savings account agreement and disclosures (the "Agreement" or "Account Terms & Disclosures") related to the Savings account provided by MVB Bank, Inc. a West Virginia state chartered bank, member of the Federal Deposit Insurance Corporation ("FDIC"). The Credit Karma Savings 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, see **Exhibit A**, the interest rate(s) and applicable Annual Percentage Yield, compounding and crediting of interest, and minimum balance requirements (see **Section V, Truth in Savings Disclosure)**, and other pertinent information related to the Credit Karma Savings account, see **Exhibit 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) 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 Savings Account Eligibility. The Credit Karma Savings account is available to and may be opened by citizens and permanent residents of the fifty (50) United States ("U.S."), Puerto Rico, the District of Columbia and an outlying territory of the United States (i.e., American Samoa, Guam, Northern Mariana Islands, and the U.S. Virgin Islands) who are at least 18 years of age with a valid Social Security number. 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 Savings account.

Your Choice of Account. You have instructed us as to the title and type of 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 Savings 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 Checking account ("Credit Karma Checking") which is a checking account. Separate disclosures apply to the Credit Karma Checking account.

Account Specifics. The Credit Karma Savings account can be used to earn interest on your funds deposited from direct deposits and/or transfers from your Credit Karma Checking account. When you open a Credit Karma Savings 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 Savings account. By opening this Credit Karma Savings 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 Savings account and the Sub-Deposit Account are considered a single account for purposes of your deposits, withdrawal 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 Savings 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 Savings account may only be owned and titled in the name of one person who may deposit, transfer, or withdraw funds. The Credit Karma Savings 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 Savings 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.

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 Day. 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).

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 month to midnight of the last day of the current month in Eastern Time (ET).

Power of Attorney. You may appoint another individual as attorney-in-fact for your Credit Karma Savings 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 Savings 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 the 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.

Transaction Limitations. We restrict the number of transfers or withdrawals you can make on your Credit Karma Savings account. You understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures. Certain transfers or withdrawals will count towards the transaction limitations.

Deposits or Withdrawals Subject to Transaction Limitations. This transaction limitation includes deposits or withdrawals made by ACH or automatic deposits.

If these restrictions are violated, we may close your account or further limit your ability to transfer funds.

Deposits. Deposits may only be made by ACH**,** check (controlled separately by *Mobile Remote Deposit Capture Terms & Disclosures*), or in another form and manner as agreed by us in our sole discretion. ACH deposits are credited to your account according to this Agreement. If ACH is returned, we will debit your account for the item and may adjust any interest earned.

Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

Statements. If your account is a statement account, we will provide you with a periodic statement showing the account activity. The statement will be available in your Credit Karma user account via your Credit Karma application. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within thirty (30) days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution.

ACH Transfers. Funds from ACH transfer that you initiate through the Credit Karma application will generally be available on or before the third (3rd) business day after the funds settlement date, additional holds may apply. The funds settlement date is the date that funds are deemed to be received by the Bank. 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. 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. Credit we give you is provisional until we receive a 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.

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 where we are located.

Death or Incompetency. Neither your death nor a legal adjudication of incompetence revokes our authority to accept 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 the (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.

Processing Order. We will process items, such as credits and debit items, in real time order. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed, there may be an overdraft on your account which may cause a negative balance on your account.

Payment of Interest. Interest will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account.

Fees, Services Charges and Balance Requirements. You are responsible for 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.

Withdrawal Notice Requirements. We have the right to require seven days prior written notice from you of your intent to withdraw any funds from your account.

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. If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. 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.

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.

Attorneys' Fees and Expenses. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party, takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

Legal Process Against Account. 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.

Closing and Restricting 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 result 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 Savings account.

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 Savings 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 Credit Karma 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. You can contact Credit Karma Member Support at https://support.creditkarma.com.

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

Telephone and Electronic Communications. 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 autodialer) 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.' You may contact us at any time if you no longer want to receive these communications from us.

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

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 material amendments or as required by applicable law. Your continued use of the account evidences your agreement to any amendments. If notification is required, notices will be sent 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.

Credit Reporting. We may report information about your account to credit bureaus**.**

II. 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 Savings account may be placed into the Deposit Network Service and held beneficially in your name at other depository institutions which are insured by the Federal Deposit Insurance Corporation ("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 Savings 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

Problems that Could Occur with Deposits. If funds are deposited or transferred into your Credit Karma Savings account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit from your Credit Karma Savings account without prior notice to you. If there are not enough funds in your Credit Karma Savings 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 Savings account has a negative balance.

Overdrafts. You are not permitted to overdraw your Credit Karma Savings account. If your account lacks sufficient funds available to pay a pre-authorized transfer or other debit activity presented for payment, we may (a) return the item, or (b) pay the item at our discretion. If we do pay the item on your behalf, you will be responsible to pay the overdrawn balance. 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 Savings 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 Savings 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 of 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. ELECTRONIC FUND 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.

This disclosure contains important information about your use of EFT services provided by MVB Bank, Inc. in relation to accounts established primarily for personal, family or household purposes. Please read this document carefully and retain it for future reference.

TRANSFER SERVICES.

- **Withdrawals**. You may withdraw funds from your Credit Karma Savings account by transferring funds to your external linked bank account using the Credit Karma application.

- **Pre-authorized Debits.** The Credit Karma Savings account cannot be used for pre-authorized direct debits ("ACH Debits") from merchants, Internet service or other utility service providers. If presented for payment, ACH Debits will be declined.

- **Direct Deposits.** The recipient's name on any such deposits we receive must match the name of the Credit Karma Savings account holder. If a direct deposit is received in another name, we may return such deposits.

- **Early Availability of Direct Deposits.** You may arrange for the direct deposit of funds to your Credit Karma Savings account.

    - 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 as federal and state government agencies (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 you 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.

SERVICES PROVIDED THROUGH USE OF INTERNET/APPLICATION.

You may access your account by signing into your Credit Karma account, either through the Credit Karma mobile application or Credit Karma website. 24 hours a day.

LIMITATIONS ON TRANSACTIONS

Transaction Type	Frequency**	Dollar Limits
ACH Withdrawals initiated on the Platform	No limits	The maximum amount withdrawn from the Credit Karma Savings account per transaction: $50,000.00 * The maximum amount withdrawn from the Credit Karma Savings account in one Calendar day: $50,000.00 * The maximum amount withdrawn to the Credit Karma Savings account in one Calendar month: $50,000.00*
ACH deposits initiated on the Platform	No limits	The maximum amount deposited into the Credit Karma Savings account per transaction : $50,000.00 * The maximum amount deposited to the Credit Karma Savings account in one Calendar day: $50,000.00 * The maximum amount deposited to the Credit Karma Savings account in one Calendar month: $50,000.00*
Incoming ACH transfers initiated at an external financial institution	No limits	No limits
Direct Deposits	No limits	No limits
Checks	Refer to *Mobile Remote Deposit Capture Terms & Disclosures*	Refer to *Mobile Remote Deposit Capture Terms & Disclosures*
*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.		
**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).		

Other Limitations

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s) or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose additional limitations for security and fraud purposes at any time.

Notice of Rights and Responsibilities

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described herein.

Right to Receive Documentation of your Transfers.

Periodic Statements. Your account is subject to receiving a monthly statement, all EFT transactions will be reported on it.

Pre-Authorized Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person, you can access and visit your Credit Karma application, either through mobile or desktop, to find out whether or not the deposit has been made, or you can contact Credit Karma Member Support at: https://support.creditkarma.com.

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.

Consumer Liability. Tell us AT ONCE if you believe your Credit Karma account credentials (including but not limited to, your Credit Karma account username and password) have been lost or stolen or if you believe that an electronic fund transfer has been made without your permission. Contacting Credit Karma's Member Support team is the best way of keeping your possible losses down. If you tell us within two (2) Business Days after you learn of the loss or theft of your Credit Karma account credentials you can lose no more than fifty dollars ($50) if someone used your Credit Karma account without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your credentials, and we can prove we could have stopped someone from using your credentials without your permission if you had told us, you could lose as much as $500.
Also, if your statement shows transfers you did not make, including those made by code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

In Case of Errors or Questions About Your Transactions. In case of errors or questions about your electronic fund transfers, contact Member Support at: https://support.creditkarma.com or call us at: (888)315-3267.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Credit Karma no later than sixty (60) days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing by visiting the Member Support page within your Credit Karma account, which can also be found by visiting https://support.creditkarma.com within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for new accounts) 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 (ninety days (90) for new accounts and foreign initiated) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) Business Days (twenty (20) Business Days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty days after the first deposit to the account is made, including those for foreign initiated. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation.
You may ask for copies of the documents that we used in our investigation.

Liability for Failure to Complete Transactions. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of pre-authorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account. There may be other exceptions provided by applicable law.

Charges for Transfers or the Right to Make Transfers

Per Transaction Charge. We will not assess a fee for pre-authorized transfer.

Periodic Charge. We will not charge you monthly or annual charge for the additional services.

Fees. You will not be charged a fee for withdrawals.

Fee Schedule. The Fee Schedule is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Credit Karma upon request.

Pre-Authorized Transactions. There are no additional charges for your use of pre-authorized electronic fund transfers except as stated in our Fee Schedule, which is incorporated into this document by reference.

Disclosure of Account Information. We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to comply with government agency or court orders; or
3. If you give us your permission in a record or writing.

V. TRUTH IN SAVINGS DISCLOSURE

RATE INFORMATION. The current interest rate and Annual Percentage Yield ("APY") applicable to your account are available on the Credit Karma Savings Rate Sheet at http://creditkarma.com/about/checkingandsavings, which is incorporated into this disclosure by reference and is updated each time the rate changes. .

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 account collected balance every calendar day at 5:00:00 PM ET. If your deposit is received on or before 5:00:00 PM ET, it will begin to accrue interest on that calendar day. If your deposit is received 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 $.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. We do not currently limit the number of withdrawals or transfers you may make from your account during a monthly statement cycle. However, we reserve the right to impose such limits at any time.

Withdrawal Limitations. You may withdraw funds from your account by transferring funds to your external linked bank account using the Credit Karma application. Additionally, you may not initiate a transfer or withdrawal outside of the Platform, an attempt to do so may lead to a return of the entry or account closure. You may not exceed $50,000.00 in daily withdrawal activity, and you may not exceed $50,000.00 withdrawal activity in any calendar month. Bank may increase such limits at any time at their sole discretion without notice.

Deposit Limitations.

a. **Direct Deposits**. There is no limit on the number of deposits or dollar amount on direct deposits initiated from an outside financial institution.
b. Incoming ACH Transfers. There is no limit on the number of deposits or dollar amount of incoming ACH transfers initiated from an external financial institution.
c. **ACH Credit Karma Deposits.** You may not exceed $50,000.00 in daily deposit activity, and you may not exceed $50,000.00 in monthly deposit activity initiated on the Credit Karma Platform. Bank may increase such limits at any time at their sole discretion without notice.
d. **Remote Capture Deposits**. We accept checks for deposits 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 in connection with Credit Karma Checking.
e. **Other Deposits**. We do not accept cash or foreign currency deposits for this account. Any deposits received in foreign currency or cash will be sent back to the address we have for you on file.

External Linked Account. You must have an external bank account linked to your account to initiate a withdrawal. Before you link an external bank account, please check with your external bank to ensure that the account allows for external transfers. You may not link an external business account. You may switch your linked external bank account, but you may not link more than one (1) external bank account to your account at any given time.

Maximum Balance. You may only maintain a balance to $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 deposit 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 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.

Additional Information Regarding Your Account. We reserve the right to at any time require not less than seven (7) days notice in writing before any withdrawal from an interest-bearing account.

Fee Schedule. No fees are associated with this account. Please refer to the **Exhibit A, Fee Schedule** provided to you with this disclosure for information about fees associated with this account.

VI. 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 VI 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 VI 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 VI or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section VI; 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 VI 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 VI will be enforceable.

VII. JURISDICTION AND VENUE

In the event that you commence legal action that is not subject to Section VI, 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 Savings account and will be assessed as long as there is a remaining balance in your Credit Karma Savings account, except where prohibited by law. Any fees charged by a third party 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**
Electronic Statement	$0.00
Stop Payment	$0.00
Return of Deposited or Cashed Item	$0.00
Dormant Account Fee	$0.00
Periodic (Monthly) Charge	$0.00
Withdrawal Fee	$0.00
Pre-authorized Transaction Fee	$0.00
Non-Sufficient Funds Fee	$0.00
Overdraft Fee	$0.00
Negative Balance Fee	$0.00

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 Savings 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 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 savings 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 Savings 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 extended protection through FDIC insurance once funds arrive at the Network Banks.

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, even if the total amount deposited in the Network Bank through the Deposit Network Service is less than the SMDIA. 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.

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. In the event your Credit Karma Savings account is interest bearing, interest will be posted to your Credit Karma Savings account by the Bank, subject to the then current Truth in Savings Act disclosures and other terms of the applicable Credit Karma Savings account. You acknowledge that Bank, Cambr, and Credit Karma may earn fees and other revenues paid by the Network Banks and the amount of the fees received by Bank, Cambr, and Credit Karma may affect the interest paid to your Credit Karma Savings account by 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 credit worthiness; - 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;	Yes

	- California resident's precise geolocation; - California resident's racial or ethnic origin, religious or philosophical beliefs, or union membership.	

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 a 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: 1-844-682-2265 (844-MVB-BANK) 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.