DINGOBLU REWARDS AND BENEFITS PROGRAM TERMS AND CONDITIONS

IMPORTANT: THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. PLEASE REVIEW BOTH SECTION III OF THE DEPOSIT ACCOUNT AGREEMENT AND SECTION 15 BELOW CAREFULLY.

The DingoBlu Rewards and Benefits Program (the "Program") is a promotional incentive program offered by MVB Bank, Inc. ("Bank," "Issuer," "we" or "us") on behalf of DingoBlu Financial, Inc., the program partner responsible for managing the DingoBlu account(s) ("Company"). The Program is offered to individuals who hold an eligible DingoBlu Deposit Account and to which Bank has issued an Eligible Card ("you" or "Account Holder"). Company operates the DingoBlu mobile banking application and website at dingoblu.com (the "Platform"), provides Customer Services, and performs other servicing functions on the Bank's behalf.

By participating in the Program, you agree to be bound by these Terms and Conditions. These Terms and Conditions govern your participation in the Program, including the earning and receipt of cash back rewards and other rewards, benefits, and services associated with your Eligible Card and linked DingoBlu Deposit Account described in these Terms and Conditions.

1. Eligible Cards and Accounts

An "Eligible Card" is a Bank-issued Visa debit card that Bank designates as eligible to participate in the Program. Your Eligible Card must be linked to an eligible DingoBlu Deposit Account ("Eligible Account") that is in Good Standing in order to participate in the Program. Cash back is earned only on purchases made with an Eligible Card. No cash back is earned on deposits to, or balances in, a DingoBlu Savings Account.

Your Eligible Account will be in "Good Standing" if the account (1) is open and in an active status (an Eligible Account in the new-account status described in your Deposit Account Agreement is considered active for this purpose, but a dormant account is not), (2) is not in default under the terms of your Deposit Account Agreement, and (3) has not been suspended, restricted, or closed by Bank, except for temporary restrictions placed for fraud protection. An Eligible Card linked to an Eligible Account that is not in Good Standing cannot earn Program rewards even if we made a Program offer to you related to that account.

We reserve the right to determine in accordance with these Terms and Conditions and applicable law whether a particular account or account holder is eligible to participate in the Program.

2. DingoBlu Deposit Account Tiers

Program rewards, benefits, and services may vary based on the tier of Eligible Account to which your Eligible Card is linked. Bank currently offers three Deposit Account tiers, each with different reward earning rates, benefits, and features: AdvantageBlu, PremierBlu and SignatureBlu.

Not all rewards, benefits, or services described in these Terms and Conditions are available to all DingoBlu account tiers. The specific rewards, earning rates, and benefits available for each account tier are described in the applicable sections below. Account fees, interest rates, minimum balance requirements, and other account terms are set forth in your Deposit Account Agreement and are not governed by these Terms and Conditions.

3. Enrollment

You are automatically enrolled in the Program when your Eligible Card is issued and linked to an Eligible Account. Enrollment does not guarantee that you will earn cash back or receive any offer or benefit. To earn cash back or receive an offer or benefit, your Eligible Account must be in Good Standing as described in Section 1. If your Eligible Account is not in Good Standing, you may be enrolled but your ability to earn cash back and to use offers and benefits is suspended until Good Standing is restored.

Some offers and benefits are automatically activated for eligible Account Holders. Other offers and benefits must be activated by the Account Holder through the Platform. We will make offers available through the Platform, as described below:

Benefit	Activation
Cash Back Rewards – Food Delivery	Automatic
Cash Back Rewards – Fuel	Automatic
Cash Back Rewards – Flash Sales	Based on Offer Terms (Activation may be required)
Credit Score Monitoring	Activation required
Identity Theft Protection	Activation required
Visa Card Benefits	Automatic

We may send marketing calls or text messages about the Program only if you have separately opted in to marketing communications as described in your Deposit Account Agreement, and any marketing email will include a way to unsubscribe.

There is no separate cost to enroll nor participate in the Program but see your Deposit Account Agreement for a list of account fees applicable to your Eligible Account.

4. Cards and Payment Methods That Earn

(a) Eligible Card. Your Eligible Card includes the virtual Card issued with your Eligible Account and once activated, the physical Card issued or requested for your Eligible Account. Qualifying Purchases made with either Card earn cash back at the same rate. Each Qualifying Purchase earns cash back only once, regardless of how many ways the Card was presented. A "Qualifying Purchase" is a purchase made with an Eligible Card that meets the terms of the applicable earning category or offer at a participating merchant.

(b) Digital wallets and stored credentials. A purchase made using your Eligible Card through a mobile or digital wallet (such as Apple Pay or Google Pay), or using Card details you have stored with a merchant, is treated as made with your Eligible Card. Whether it earns cash back depends on the transaction data we receive, as described in Section 6.

(c) Physical Card activation and new accounts. Your virtual Card can earn cash back from the date your Eligible Account is opened. Your physical Card cannot earn cash back until you activate it. Cash back may be earned during the thirty (30) day new-account period described in your Deposit Account Agreement. If your Eligible Account is closed before cash back is credited, you may forfeit that cash back as described in Section 8(i).

(d) Cards that cannot earn. A Card that is expired, blocked, cancelled, or linked to an Eligible Account that is not in Good Standing cannot earn cash back. Only one Eligible Card is issued per Eligible Account, and additional Cards for other persons are not available.

5. Earning Cash Back Rewards

When you make Qualifying Purchases with your Eligible Card, you may earn cash back rewards on certain categories of purchases based on the tier of your Eligible Account, as detailed below. Not all Eligible Account tiers earn cash back in every category. Earnings will apply to net purchases (purchases minus any credits or returns) only. Cash back rewards may be subject to the monthly caps specified below; once an applicable monthly cap is reached, no additional cash back will be earned in that category for the remainder of the calendar month. **No cash back rewards may be earned for spending categories other than those listed below, except through Flash Sale Offers under Section 7.**

Food Delivery (DoorDash and Uber Eats)		
Deposit Account Tier	**Cash Back Rate**	**Monthly Cap**
AdvantageBlu	Not eligible	N/A
PremierBlu	3% cash back	Up to $8 per month
SignatureBlu	5% cash back	Up to $10 per month

Cash back rewards in the Food Delivery category apply only to purchases made directly through DoorDash or Uber Eats platforms and only to individual transactions on these platforms of less than $100.00. Orders through DoorDash or Uber Eats for groceries, convenience items, alcohol or retail goods may be classified outside the Food Delivery category and, if so, do not earn Food Delivery cash back.. Subscription and membership charges (such as DashPass or Uber One) are not eligible, even if billed by DoorDash or Uber Eats. Orders placed through third-party aggregators or other delivery services are not eligible.

Fuel (Pay at Pump Only)		
Deposit Account Tier	**Cash Back Rate**	**Monthly Cap**
AdvantageBlu	Not eligible	N/A
PremierBlu	Not eligible	N/A
SignatureBlu	5% cash back	Up to $25 per month

Cash back rewards in the Fuel category apply only to transactions categorized as pay-at-pump transactions at fuel stations. Only the settled amount of a transaction identified in the merchant data we receive as a pay-at-the-pump fuel purchase earns cash back. Transactions processed inside the fuel station (e.g., at the register) or at non-fuel merchants are not eligible, even if the merchant is located at a fuel station. Fuel purchased at warehouse clubs or other merchants coded as non-fuel merchants is not eligible, see further information below in Section 6.

6. Merchant Classification and Identification

Merchant category codes ("MCCs"), merchant identifiers, and other merchant and transaction data transmitted by payment networks and payment processors determine whether a purchase transaction made with your Eligible Card qualifies for Program cash back rewards and which earning rate applies. These codes and identifiers are assigned to merchants by payment networks and processors based on the types of goods and services they sell, and Bank does not assign, control, or verify their accuracy. When you purchase directly from a merchant, whether online or in-store, the transaction data is more likely to accurately reflect the type of purchase you made. Transactions made through third-party platforms, payment facilitators, aggregators, or intermediaries may be classified based on the platform or intermediary rather than the underlying merchant or product category. Bank is not responsible for transactions that are not classified in the category you expect due to the merchant data received from payment networks or processors, and Bank has no obligation to override or correct any such classification. Cash back also depends on receiving merchant category and merchant identifier data with the transaction. Transactions processed in a way that does not transmit this data, including some PIN-based or non-Visa debit transactions, may not earn cash back, even if the purchase would otherwise qualify. Merchants, and in some cases network routing rules, rather than you, may determine how a transaction is routed. For example, a pay-at-the-pump purchase entered with a PIN may be routed over a

non-Visa network and may not earn Fuel cash back. If you believe a Qualifying Purchase did not earn the cash back it should have, contact Customer Services and we will review your request.

7. Flash Sale Offers

From time to time, Bank may make limited-time promotional cash back offers available to Account Holders whose Eligible Accounts are in Good Standing ("Flash Sale Offers"). We make Flash Sale Offers available using consistent eligibility criteria, and not on any basis prohibited by law. Flash Sale Offers may provide enhanced or additional cash back earning opportunities on Qualifying Purchases made with your Eligible Card at participating merchants during a specified promotional period ("Offer Period").

Flash Sale Offers may be automatically activated for Account Holders whose Eligible Accounts are in Good Standing or may require activation through the Platform. The specific terms of each Flash Sale Offer, including eligible merchants, earning rates, promotional periods, spending thresholds, and any caps or restrictions ("Offer Terms"), will be disclosed to you at the time the Flash Sale Offer is made available. If the Offer Terms differ from these Terms and Conditions, the Offer Terms control for that offer. All other provisions of these Terms and Conditions continue to apply.

Unless the Offer Terms say otherwise, a Qualifying Purchase that qualifies for both a Flash Sale Offer and category cash back under Section 5 can earn both. Each is calculated separately on the same settled amount, as described in Section 8(b), so the total cash back on one purchase may be more than the category rate alone. A Flash Sale Offer may not be combined with another Flash Sale Offer on the same purchase unless the Offer Terms state otherwise. Example only: If your account tier earns 5% on Food Delivery and a Flash Sale Offer pays an additional 10% at a participating merchant, a $20 Qualifying Purchase could earn $1.00 in category cash back and $2.00 in Flash Sale Offer cash back, subject to the applicable caps.

Each Flash Sale Offer may have its own caps, which may apply per purchase, per month, per Offer Period, or in total, and which may differ from other offers and from the category caps in Section 5. Unless the Offer Terms say otherwise, cash back earned under a Flash Sale Offer does not count toward the monthly caps in Section 5, and category cash back does not count toward a Flash Sale Offer's cap.

Cash back rewards earned through Flash Sale Offers are subject to the same general terms applicable to all cash back rewards under these Terms and Conditions, including the provisions regarding qualifying purchases, posting, crediting, returns, reversals, chargebacks, and forfeiture set forth in Section 8 below. Whether a Qualifying Purchase falls within an Offer Period is determined by the date the transaction posts to your Eligible Account. Further, the month in which cash back counts toward any cap, and the timing of crediting, are based on the date the transaction posts to your Eligible Account.

Bank reserves the right to add, modify, suspend, or discontinue any Flash Sale Offer at any time, with or without notice to you. If time allows, we will attempt to provide you with written notice. A change applies only to purchases made after the change takes effect. Qualifying Purchases you made during the Offer Period before the change takes effect remain eligible, and we will credit the cash back as described in Section 8, subject to Good Standing and Sections 8(d), 8(e), and 8(i).

8. General Terms Applicable to All Cash Back Rewards

The following terms apply to all cash back rewards earned under the Program, including standard category-based cash back, Flash Sale Offers, and any other promotional cash back offers we may make available to you:

(a) Qualifying Purchases. Only Qualifying Purchases made with an Eligible Card can earn cash back rewards. If you make a Qualifying Purchase in part with your Eligible Card and in part with another form of payment, you must meet the terms of the applicable offer for the portion of the purchase made with your Eligible Card. You will only earn cash back rewards on the portion of the purchase made with your Eligible Card.

(b) Net Purchases. Cash back rewards are calculated based on net purchases only as posted to your Eligible Account, not on any authorization, preauthorization, or hold amount. Net purchases mean the total amount of Qualifying Purchases minus any credits, returns, or reversals. If a purchase is partially refunded, cash back is reduced in proportion to the amount refunded. Merchant discounts and promotional credits reduce the settled amount and therefore reduce the cash back earned.

(c) Posting and Crediting of Cash Back. Cash back rewards will be deposited to your linked Eligible Account in the following manner:

- **Food Delivery:** By the end of the month following the month in which your Qualifying Purchase posted to your Eligible Account.
- **Fuel:** By the end of the month following the month in which your Qualifying Purchase posted to your Eligible Account.
- **Flash Sale Offers:** Generally, by the end of the month following the month in which your Qualifying Purchase posted to your Eligible Account. However, the Bank relies on third-party service providers to transmit transaction data, and in some cases, cash back rewards from Flash Sale Offers may take eight (8) to twelve (12) weeks to post to your Eligible Account.

(d) Returns, Reversals, and Chargebacks. If a Qualifying Purchase on which cash back rewards were earned is subsequently returned, reversed, or subject to a chargeback, the cash back rewards previously earned on that transaction will be reduced or reversed accordingly. If the cash back has already been credited to your Eligible Account, the corresponding amount will be debited from your Eligible Account. Bank reserves the right to withhold the crediting of cash back rewards on any transaction that is subject to a pending dispute, return, or chargeback until the matter is resolved. If the transaction is not ultimately returned or reversed, we will credit the cash back. Asserting an error or an unauthorized transaction under your Deposit Account Agreement will not by itself cause you to lose cash back on other transactions.

(e) Fraud and Abuse. If Bank reasonably determines, based on its review of account activity and in its internal policies, that you have engaged in abuse, misuse, or fraud in connection with earning cash back rewards, or have attempted to do so, Bank may take any of the following actions as it deems appropriate, unless notice is prohibited by law, including: (i) revoking any cash back rewards; (ii) suspending your ability to earn cash back rewards; (iii) terminating your participation in the Program; and/or (iv) closing your Eligible Account as governed by your Deposit Account Agreement. Without limiting the foregoing, abuse or misuse of the Program includes making purchases for commercial, business, or resale purposes; engaging in transactions that are not bona fide purchases of goods or services, such as transactions with a merchant you own or control or transactions made only to generate cash back; or using automated tools or false information to earn cash back.

(f) Monthly Caps. A transaction counts toward the calendar month in which it posts to your Eligible Account, not the date you authorized it. Where a monthly cap applies, the cap resets on the first calendar day of each month. Unused cap amounts do not roll over to subsequent months.

(g) Cash Back Changes. Bank reserves the right to add, modify, or discontinue cash back reward categories, earning rates, monthly caps, and eligible merchants at any time, subject to applicable law. Notice of changes is governed by Section 13. If we end the Program or any cash back category, we will credit pending cash back earned on Qualifying Purchases made before the effective date of the change, including purchases that post after that date, subject to Good Standing and Section 8(i).

(h) Earning Rates; Changes in Account Tier. Cash back is earned at the rates for the account tier in effect on the date the transaction posts to your Eligible Account. Qualifying Purchases that post before the Effective Date earn at your prior account tier's rates. Qualifying Purchases that post on or after the Effective Date earn at your new account tier's rates. If your tier changes during a calendar month, each tier's monthly caps apply separately to Qualifying Purchases that post while that tier is in effect. Cash back earned under one tier is not combined with the monthly caps of the other tier. For example, if you earn $8 of Food Delivery cash back as a PremierBlu account holder and upgrade to SignatureBlu, you may earn up to an additional $2 of Food Delivery cash back that month as a SignatureBlu account holder. If your new account tier is not eligible to earn cash back in a category, cash back in that category stops on the Effective Date. "Effective Date" means the Upgrade Effective Date or the Anniversary Date, as applicable, as defined in "Changing Your Account Tier" in your Deposit Account Agreement.

Changes to your account tier are governed by "Changing Your Account Tier" in your Deposit Account Agreement. A change of tier is not a closure of your Eligible Account and does not result in forfeiture of Pending Cash Back.

(i) Account Closures: Closure, Suspension, and Loss of Good Standing.

- **Account closed by you**: If your Eligible Account is closed by you before pending cash back is credited, you forfeit your pending cash back.
- **Account closed by us**: If we close your Eligible Account for a reason other than fraud, abuse or misuse as described in Section 8(e), we will credit your pending cash back earned through the closure date.
- **Fraud Closure**: You forfeit pending cash back if your Eligible Account is closed, suspended, or restricted because we determine that you engaged in fraud, abuse or misuse as described in Section 8(e). You will not forfeit pending cash back if

your Eligible Account is suspended, restricted, or closed because of fraud by someone else, unauthorized activity on your account, or our fraud monitoring, unless Bank determines that you were involved.

- **Temporary suspension or restriction**s: If your Eligible Account is suspended or restricted and later returned to Good Standing, we will credit your pending cash back after the Eligible Account is restored. Qualifying Purchases that post while the account was not in Good Standing do not earn cash back. If the suspension or restriction was caused by our error, we will credit the cash back you would have earned.

9. Lost, Stolen or Damaged Cards

You will not lose your Program rewards if the Eligible Card used to earn the rewards is lost, stolen, or damaged and we provide a replacement Eligible Card, even if such replacement card has a different card number. Refer to your Deposit Account Agreement for what to do if your Card is lost or stolen.

10. Additional Benefits - Digital Account Services

The following digital account services may be available to eligible Account Holders whose Eligible Accounts are in Good Standing and linked to your Eligible Card. These services are provided by third-party service providers and are subject to separate terms and conditions that will be disclosed to you at the time of enrollment. Enrollment is required to access these services. Bank is not the provider of these services.

(a) Credit Score Monitoring. View your credit score and receive credit report insights. The score shown is for educational purposes and may differ from scores that lenders use. Available to: AdvantageBlu, PremierBlu, and SignatureBlu account holders.

(b) Identity Theft Protection. Monitoring, alerts, and insurance coverage for identity theft. Any insurance is provided by a third-party insurer; it is not a deposit, is not insured by the FDIC or any federal government agency, is not guaranteed by the Bank, and is not a condition of opening or keeping your Eligible Account. Available to: PremierBlu and SignatureBlu account holders only.

11. Additional Benefits - Visa Card Benefits

The suite of Visa card benefits is available to Account Holders whose Eligible Accounts are in Good Standing and linked to the Eligible Card. The benefits available to you depend on the tier of your Eligible Account and its corresponding Card and on your Card's enrollment in the Visa benefits program: AdvantageBlu, PremierBlu, or SignatureBlu. Each tier's benefits are shown in the table below. Not all benefits are available to all Eligible Account tiers.

These benefits are provided by Visa and are underwritten by Indemnity Insurance Company of North America or other applicable providers. Bank and Company are not the providers of these benefits and are not responsible for their administration or claims. The benefits are insurance or similar coverage; they are not deposits, are not insured by the FDIC, and are not guaranteed by the Bank. The benefits are subject to the terms, conditions, coverage limits, exclusions, and claim procedures at https://www.visa.com/en-us/personal/cards/benefits (the "Benefits Guide"). The table below is a summary only. If it differs from the Benefits Guide, the Benefits Guide controls. Visa or the benefit providers may change or end a benefit at any time. To make a claim or ask about a benefit, follow the instructions in the Benefits Guide.

If the tier of your Eligible Account changes, the Visa card benefits for your new tier apply from the Effective Date and benefits available only to your prior tier end on that date. Whether an event is covered is determined by the Benefits Guide in effect on the date of the event and the benefits available to you on that date.

Visa Card Benefits	AdvantageBlu	PremierBlu	SignatureBlu
Travel and Emergency Assistance	Included	Included	Included
Auto Rental Collision Damage Waiver	Not included	Included	Included
Event Ticket Protection	Not included	Included	Included
Extended Warranty Protection	Not included	Included	Included
Cellular Telephone Protection	Not included	Not included	Included
Porch Piracy Protection	Not included	Not included	Included
Price Protection	Not included	Not included	Included
Ride Share Protection	Not included	Not included	Included

12. Deposit Account Agreement

Your Eligible Account is governed by a separate Deposit Account Agreement between you and Bank. The Deposit Account Agreement sets forth the terms and conditions of your Eligible Account, including account fees, interest rates, minimum balance requirements, and other account terms. If there is a conflict between these Terms and Conditions and the Deposit Account Agreement, the Deposit Account Agreement will control, except that these Terms and Conditions control as to the earning, crediting, and forfeiture of Program rewards and benefits. Nothing in these Terms and Conditions limits or waives any right you have under the Electronic Fund Transfer Act and Regulation E, or any other right that cannot be waived or limited by law. A notice of error or of an unauthorized transfer relating to your Deposit Account Agreement will be governed by the Deposit Account Agreement and does not require compliance with the Notice requirements defined in Section 15.

13. Changes to the Program

We may modify, restrict, or change these Terms and Conditions and/or any part of the Program at any time which may decrease your cash back rewards for certain purchases or prevent you from earning and/or using cash back rewards. We will give you at least thirty (30) calendar days' written notice of any material change to these Terms and Conditions or the Program that is adverse to you, except for changes to Flash Sale Offers (which are governed by Section 7) and changes required by law. A change applies only to purchases made after it takes effect and will not reduce any pending cash back you earned prior to the change. We also reserve the right to suspend or terminate any part of the Program, or participation in the Program, at any time subject to Section 8(g) and applicable law.

14. Privacy

All information collected about you in connection with the Program is subject to the Bank's Privacy Notice and the Company's Privacy Policy, which both can be found at dingoblu.com/disclosures-agreements/MVBprivacynotice and dingoblu.com/privacy.

15. Arbitration; 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.

In this arbitration provision only, "Agreement" means these Terms and Conditions together with your Deposit Account Agreement, and references to "we" or "us" mean (1) the Bank and the Company; (2) their parents, subsidiaries, affiliates, assignees and successors; (3)

the employees, directors, officers, shareholders, members and representatives of these companies; and (4) any person or company that you name in a Dispute at the same time you pursue a related Dispute against us.

No Representative Actions. Any claim, controversy, or dispute arising out of or related to this Agreement, the Deposit Account, the creation, use, existence, or other issues related to the Deposit 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 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 15 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 reject the arbitration section of your Deposit Account Agreement, you also reject this Section 15, and rejecting this Section 15 also rejects that section. If you do that, a court will resolve any dispute or claim. To reject this section, send us a notice within forty-five (45) days after you open your Deposit 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 Arbitration-opt-out@mvbbanking.com or mailed to the following address:

Attn: Legal Department

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 provision of this arbitration section 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 arbitration section or the parties' ability to compel arbitration of any remaining Disputes on an individual basis; and (c) to the extent any Dispute must therefore proceed on a class, collective, consolidated, or representative basis, that Dispute must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of that Dispute shall be stayed pending the outcome of any individual Disputes in arbitration. Further, if any part of this arbitration section 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 arbitration section will remain enforceable.

Survival. This arbitration section shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of either party; (iii) any transfer, sale, or assignment of your Deposit Account, or any amounts owed on your Deposit Account, to any other person or entity; and (iv) the closing of your Deposit Account.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD OR DEPOSIT ACCOUNT. CALL 1 (866) 593-4646 TO CLOSE THE DEPOSIT ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.

16. Customer Service

If you have questions regarding the Program, please contact our Customer Services team by phone at (866) 593-4646, Monday through Friday 8:00 AM to 10:00 PM ET and Saturday 9:00 AM to 3:00 PM ET, by email at support@dingoblu.com, or by mail at DingoBlu Financial, Inc., Attn: Customer Services, P.O. Box 480220, Charlotte, NC 28269.

17. Other Disclaimers and Limitations

(a) No cash value; not property. Cash back and other Program rewards are a promotional incentive. They are not a deposit, not interest, not a payment for the use of your funds, and not your property until we credit them to your Eligible Account. Pending cash back has no cash value and is not insured by the FDIC, until it is credited to your Eligible Account. Once we credit cash back to your Eligible Account, it is a deposit in that account and is subject to your Deposit Account Agreement.

(b) Not transferable. You may not sell, assign, transfer, pledge, or combine Program rewards, pending cash back, or your right to participate in the Program, and any attempt to do so is void. Program rewards cannot be inherited or claimed separately from your Eligible Account.

(c) Taxes. You are responsible for any taxes that apply to Program rewards. We will report Program rewards as required by law.

(d) Governing law. These Terms and Conditions and the Program are governed by the laws of the State of West Virginia, except to the extent governed by federal law, consistent with your Deposit Account Agreement.

(e) Electronic communications. We may give you notices and disclosures about the Program electronically, consistent with the E-Sign Consent you agreed to when opening your Deposit Account.

(f) Void where prohibited. The Program and any offer are void where prohibited by law.

(**g**) **Release.** To the extent permitted by applicable law, you hereby release and hold us harmless from any claim, liability, or damage relating to the Program or your use of Program rewards. This release does not apply to claims arising from our or Company's negligence, bad faith, willful misconduct, or violation of law; to claims against Visa or any other benefit or service provider under the benefits or services they provide; or to any right, claim, or remedy that cannot be waived or limited under applicable law (including under the Electronic Fund Transfer Act and Regulation E), or that would make this Section 17 unenforceable.

(h) Additional Terms. You may be subject to additional terms and conditions, warranties, or other requirements of merchants participating in the Program.

(i) Waiver. We may waive any obligation you have under these Terms and Conditions without losing our right at a later time to enforce that same obligation. We will not lose any of our rights under these Terms and Conditions if we delay taking action for any reason or if we take any other action.