Deposit Account Agreement

DingoBlu Financial

DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURES
MVB BANK, INC. PERSONAL DEPOSIT ACCOUNT AGREEMENT

IMPORTANT: THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION III. PLEASE REVIEW SECTION III CAREFULLY.

THIS ACCOUNT IS FOR PERSONAL, FAMILY, OR HOUSEHOLD USE ONLY AND MAY NOT BE USED FOR COMMERCIAL PURPOSES.

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I. Deposit Agreement and Disclosures

A. Our Agreement

This Deposit Account Agreement and Disclosures (the **"Agreement"**) governs the demand deposit account (**"Account"** or **"Deposit Account"**) available from MVB Bank, Inc., member of the Federal Deposit Insurance Corporation (**"FDIC"**) (**the "Bank"**) on behalf of DingoBlu Financial, Inc., the program partner responsible for managing the DingoBlu Account (**"Company"**).

Account Tiers.
The Deposit Account is offered in three tiers: AdvantageBlu, PremierBlu, and SignatureBlu. These tiers share the same core features, including ACH transfers, ATM access, and direct deposit, but differ in transaction limits, fees, and available rewards, as described throughout this Agreement. The rewards and other terms specific to your tier are set out in a separate DingoBlu Rewards and Benefits Program Terms and Conditions, available at [INSERT LINK/LOCATION], which is incorporated into this Agreement by reference. In the event of a conflict between this Agreement and the DingoBlu Rewards and Benefits Program Terms and Conditions, this Agreement shall control.

Each tier has an associated Card: AdvantageBlu offers the Blue Visa Debit Card, PremierBlu offers the White Visa Debit Card, and SignatureBlu offers the Black Visa Debit Card. Each of these is referred to in this Agreement as the "Card." Your Card is issued by MVB Bank pursuant to license by Visa Inc.

Rewards.
Company reserves the right to offer rewards, incentives, or other promotional benefits in connection with your account, which may vary by tier as described in the DingoBlu Rewards and Benefits Program Terms and Conditions referenced above. Any such rewards will be subject to separate terms and conditions,. By participating in any rewards program, you agree to the applicable rewards terms and conditions governing eligibility, accrual, redemption, and other program requirements

Roles of the Bank and Company.
The Bank issues the Deposit Account, holds your deposited funds, and is responsible for decisions relating to opening, closing, restricting, or suspending your Deposit Account, for Regulation E error-resolution determinations, and for all other decisions this Agreement identifies as reserved to the Bank. Company operates the Website and Mobile App, provides Customer Services, and performs other servicing functions on the Bank's behalf. Where this Agreement uses **"we," "our,"** or **"us,"** that refers to the Bank, whether acting directly or through Company as its service provider.

Where this Agreement names Company specifically, that action is Company's alone. "**You**" and "**your**" refer to the owner of the Deposit Account.

How to Contact Us.
You can reach us in any of these ways:
- Call [1 (866) 593-4646 (Customer Services is available Monday through Sunday, 24 hours a day)
- Through the Mobile App or Website at [dingoblu. com]
- By email: support@dingoblu.com
- By mail:

DingoBlu Financial, Inc
Attn: Customer Services
PO Box 480220
Charlotte, NC 28269

Use these contact methods for questions about your account, to report a lost or stolen Card, to dispute a transaction, to request a written transaction history, or to close your account. Where a specific section of this Agreement (such as Arbitration Notices or Fee-Change Notices) requires a different address or method, that section will say so.

You may open the Deposit Account at [dingoblu. com] (the "**Website**") or by downloading the Company mobile application (the "**Mobile App**"). The Deposit Account is not designed for business use, and we may close it if we determine it is being used for business purposes. We may refuse to process any transaction we believe may violate this Agreement.

Business Days
Our business days are Monday through Friday, excluding federal holidays, even if Customer Services is operating. Deposits and instructions received by us before 4:00 PM Eastern Time (ET) on a business day will be treated as received that day; anything received after that time, or on a day that is not a business day, will be treated as received on the next business day. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

Telephone and Electronic Communication.
We may use automated telephone dialing, text messaging systems, and electronic mail ("email") to provide messages to you about your Deposit Account, your Savings Account, this Agreement, and your relationship with us or Company, consistent with the E-Sign Consent referenced in Section I.B. You agree that your telephone communications with us or Company may be monitored, recorded, and retained by us for training, quality control, evidentiary, and other purposes. However, we are not under any obligation to monitor, record, retain, or reproduce such items, unless required to do so by applicable law.

The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else, or displayed on a mobile device, whether viewed by you or someone else. These messages may also be recorded by your answering machine. You give us and Company your permission to call or send a text message to any telephone number you have given us, or you give to us in the future, and to play pre-recorded messages or send text messages with information about this Agreement, your Deposit Account, your Savings Account, and your relationship with us or Company over the phone. By providing a telephone number, you represent that you are the current subscriber or customary user of that number and that you are au-thorized to provide con-

sent for that number. You also give us and Company permission to communicate such information to you by email. You understand that, when you receive such calls, texts, or emails, you may incur a charge from the company that provides you with telecommunications, wireless, and/or internet services. You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you.

If a telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber, or primary user of such telephone number(s), you agree to promptly give us notice of such facts so that we may update our records. You agree that this authorization constitutes a bargained-for exchange.

To the extent you have the right under applicable law to revoke this authorization, you agree you may do so by calling us at 1 (866) 593-4646 or emailing us at support@dingoblu.com or by any other reasonable means. Revocation of consent to telephone calls and text messages under this section does not constitute withdrawal of your E-Sign Consent; to withdraw your consent to receive electronic communications and disclosures, you must follow the procedures set forth in the E-Sign Consent. You may revoke consent to automated texts by replying STOP to any text we send. We will not send more than 2 promotional texts per week. Message frequency varies for transactional text alerts. Message and data rates may apply. See our Terms of Use at [INSERT URL] and our Privacy Policy at [INSERT URL] for more information.

Your consent to receive communications under this Agreement with respect to your Deposit Account, including any associated rewards and benefits, and your consent to receive communications with respect to your Savings Account are linked. If you revoke your consent to receive communications with respect to your Deposit Account, such revocation will also be treated as a revocation of your consent to receive communications with respect to your Savings Account, and vice versa. You may revoke consent to all automated calls and texts regarding both your Deposit Account and your Savings Account by calling us at 1 (866) 593-4646,emailing us at support@dingoblu.com, replying STOP to any text we send, or by any other reasonable means.

B. Account Eligibility and Opening Eligibility You must be at least eighteen (18) years old to open and use the Deposit Account (or older, if your state of residence sets a higher majority age). By agreeing to this Agreement, you represent and warrant that: (i) you are at least 18 years old (or older, if your state of residence sets a higher majority age); (ii) you are a U.S. citizen or legal alien, or otherwise a U.S. tax resident eligible to hold an Individual Taxpayer Identification Number (**"ITIN"**), in each case residing residing in one of the fifty states or the District of Columbia; (iii) you have provided a verifiable U.S. street address (not a P.O. Box); (iv) your enrollment in and use of the Deposit Account complies with all applicable laws; (v) the personal information you provide is true, correct, and complete; and (vi) you have received and agree to be bound by this Agreement. You must also provide a Social Security Number or ITIN for verification purposes. You acknowledge that the Deposit Account cannot be opened if you are currently subject to backup withholding. Your enrollment in the Deposit Account is conditioned on your agreement to the E-Sign Consent described below.

We may use information from third parties to help us determine if we should open your Deposit Account or continue supporting your use of your Deposit Account.

Opening an Account.
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 non-public personal information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents.

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

Electronic Delivery of This Agreement.
This Deposit Account is a fully electronic account. Before opening your Deposit Account, you consented to receive this Agreement and other account communications electronically by agreeing to the Company Electronic Signature Authorization, Acknowledgement and Consent (the **"E-Sign Consent"**). The E-Sign Consent governs your right to withdraw consent, request paper copies, and update your contact information, and is incorporated into this Agreement by reference. If you have not agreed to the E-Sign Consent, you should not open or use the Deposit Account.

Your Deposit Account and Card.
The Deposit Account is an online demand deposit account used to make payments and transfers, including through a Company Visa Debit Card (**"Card"**) automatically issued with the Account. You will receive a virtual Card. The virtual Card has more limitations than the physical Card; see Section I.E.

Physical Card issuance depends on your account tier:

- AdvantageBlu: A physical Card is not automatically issued. You must affirmatively opt in to receive a physical Card.
- PremierBlu and SignatureBlu: A physical Card will automatically be issued at account opening, unless you choose to opt out.

The Deposit Account is checkless — we will not issue a personal checkbook, and any personal check drawn against the Account will be rejected. You may also open a linked Company Savings Account (**"Savings Account"**), an interest-bearing account governed by separate terms: see [INSERT].

Omnibus Account and FDIC Insurance.
When you open a Deposit Account, we open a sub-deposit account or omnibus custody account (the **"Omnibus Account"**) at the Bank for your benefit. The Bank is the custodian of your Omnibus Account and the funds held in it. The Omnibus Account structure is used to accommodate our business needs and will not affect the way you use your Deposit Account. By opening your Deposit Account, you agree to appoint the Bank as your agent and custodian for the Omnibus Account held for your benefit. Your Deposit Account and the Omnibus Account are considered a single account for purposes of your deposits, payments, balances, and FDIC deposit insurance coverage, and will appear as such on your statements and when you view your account through the Website or Mobile App.

The funds in your Deposit Account are insured up to $250,000 by the FDIC, subject to applicable limitations and restrictions on such insurance.

Account Titling and Ownership.
The Deposit Account may only be owned and titled in the name of one person who may deposit, transfer, or withdraw funds. The Deposit Account cannot be owned or titled jointly, by any organization, as Payable on Death (**"POD"**) or "In Trust For" (**"ITF"**).

Death or Incapacitation.
You, or someone you have appointed, agree to notify

us promptly if you die or become legally incapacitated. We will continue to accept deposits and process instructions until we (a) are notified of your death or an adjudication of incompetency, and (b) have had a reasonable opportunity to act. Even with knowledge of your death, we may process transactions on or before the date of death for up to ten (10) days afterward, unless a stop-payment order is received from someone claiming an interest in the account. We may require additional documentation to confirm any claim made on the account.

Power of Attorney.
You may appoint another individual as attorney-in-fact on your deposit account through a written power of attorney designation document. As the account owner, you are the person who executes the power of attorney and are known as the **"Principal."** The person granted attorney-in-fact authority is known as the **"Agent."** We generally will accept a power of attorney that complies with applicable state law, but we may refuse to accept a power of attorney for reasonable cause. We may require the Agent to execute an affidavit in a form acceptable to us detailing the validity of the presented power of attorney. The Principal is responsible for providing us with notice if the Agent exceeds the authority granted by the Principal in the power of attorney or if the power of attorney is revoked. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. 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 may continue to honor transactions made by the Agent until we have received such written notice and have had a reasonable opportunity to act on it.

Our Relationship With You.
This Agreement and the deposit relationship do not create a fiduciary relationship.

Privacy Policy.
Our privacy notice is available to you at [INSERT] (the **"Privacy Notice"**). Company's privacy policy is available at [INSERT] (the **"Company Privacy Policy"**). Both the Privacy Notice and Company Privacy Policy are considered part of this Agreement and are hereby incorporated by reference.

Social Security Number Disclosure and Verification. If you provided a Social Security Number, you consent that the Social Security Administration may disclose Social Security Number verification to us, performed through a designated third party of the Bank's choice.

C. General Rules Governing Deposit Accounts
The Deposit Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Deposit Account is subject to all applicable laws, rules, regulations, and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement is governed by the laws of the State of West Virginia except to the extent governed by federal law.

Your Deposit Account is not a prepaid account, credit card or gift card. Your Deposit Account is to be used only for personal, family, or household use.

The Deposit Account is nontransferable, may not be resold, and may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law. You may not use your Deposit Account for any online gambling, escort services, or any illegal transaction.

You are responsible for notifying us of any change in your physical address, mailing address, email address, telephone number, or your name no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us by calling our Customer Support number or by writing to our Customer Service address (see the section entitled "How to Contact Us"). We may require verification from you of any change. Typically, this will be in the form of independent documents confirming your name and new address. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree and understand that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

Deposits to the Account. You may make deposits to your Deposit Account using any of these methods:

Transaction Type	AdvantageBlu Transaction Limits	PremierBlu Transaction Limits	SignatureBlu Transaction Limits
	No limit to the number of times per day, No maximum dollar limit	No limit to the number of times per day, No maximum dollar limit	No limit to the number of times per day, No maximum dollar limit
Deposits using your external debit card (no gift cards of credit cards) from an outside financial institution[1]	No limit to the number of times per day, minimum of $.02 per transaction, with total deposits of up to $25,000 per month[2]	No limit to the number of times per day, minimum of $.02 per transaction, with total deposits of up to $25,000 per month[2]	No limit to the number of times per day, minimum of $.02 per transaction, with total deposits of up to $25,000 per month[2]
Cash deposits[2] Available within two (2) hours after depositing	Five (5) deposits maximum per day; $500 maximum per deposit; $500 per day; $10,000 maximum per month	Five (5) deposits maximum per day; $500 maximum per deposit; $500 per day; $10,000 maximum per month	Five (5) deposits maximum per day; $500 maximum per deposit; $500 per day; $10,000 maximum per month
ACH Transfers to the Deposit Account initiated from the Mobile App or Website	No limit to the number of times per day, No maximum dollar limit	No limit to the number of times per day, No maximum dollar limit	No limit to the number of times per day, No maximum dollar limit

[1] External-debit-card deposits may post within minutes but can be delayed by network timing; these transactions are final and non-refundable. [2] Third-party cash-deposit services may impose their own fees and limits; these combined limits apply across all deposit methods and may be lowered by Company in its sole discretion based on account history, and may change limits with notice. Check current limits via the Mobile App, or contact us (Section I.A). The above may be unavailable or delayed from time to time due to risk-based restrictions, scheduled maintenance, changes to our services, unforeseen circumstances, or outages. Unless due to fraud or security, Company will give you reasonable notice if your access to feature changes or is no longer available to you.

No In-Person or Mailed Cash, Paper Checks or Foreign Currency.
Except for cash deposits made through a supported ATM (see "Deposits to the Account"), we do not accept deposits in cash made in person or by mail, by mailed personal check, cashier's check, money order, or in foreign currency; any such item sent to us will be returned to the address on file, except that a check or money order may, at our discretion, be applied toward a negative balance. We are not liable for any such deposit lost in the mail or in transit.

Funds Availability
Please refer to Section V labeled, "GENERAL FUNDS AVAILABILITY" for additional information.

Preauthorized Transfers
Your account and routing numbers may be used for preauthorized ACH debits and credits; see Section II for details, limits, and your rights regarding these transfers. **If your account number changes, you must promptly notify any employer, payor, or merchant using it, to avoid interrupted direct deposits or debits.**

Online Transfers.
You may transfer funds between your Deposit Account and any other DingoBlu Account you hold, such as the optional DingoBlu Savings Account, using the Mobile App or Website ("Online Transfers"). Online Transfers are subject to the limits and terms described in Section II, "Electronic Funds Transfer Disclosure and Special Terms and Conditions," and, for the Savings Account specifically, the agreement governing that account.

Negative Balances.
An **"Overdraft"** occurs when we pay a transaction even though your available balance is insufficient to cover it, resulting in a negative account balance. A **"Non-Sufficient Funds"** or **"NSF"** event occurs when we decline or return a transaction because your available balance is insufficient to cover it.

We do not pay Overdrafts under any circumstances, and we do not charge an Overdraft Fee or an NSF Fee. If your available balance can't cover a transaction, we simply decline it, at no cost to you. The order in which we process multiple transactions on the same day may affect which transactions are paid and which are declined; factors we may consider include the time a transaction occurred, its dollar amount, the order in which it was presented to us, and our assessment of risk.

If funds are deposited or transferred into your account by mistake, we may correct this by deducting the amount from your account without advance notice, which could leave your account with a negative balance despite the above. If your account balance becomes negative for any reason (for example, a reversed deposit, a disputed transaction, or a fee you owe us), you must promptly deposit funds to bring your balance positive.

If your account remains negative for sixty (60) calendar days or more, we may close it. A persistently negative balance may also be reported to consumer reporting agencies, which could affect your ability to open deposit accounts with us or other institutions in the future. See "Set-Offs and Security Interest" below for additional remedies available to us if your account remains negative.

Set-Offs and Security Interest. If your Deposit Account becomes and remains negative, we can use the funds in any of your accounts held by the Bank to repay the amount owed on the negative balance of your Deposit Account. This means, we have the right to set-off any liability, direct or contingent, past present or future that you owe against any account you have with us. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for all your liabilities and obligations to us now or in the future. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited federal or state benefit payments (including Social Security benefits) if applicable law allows. 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.

Your Waiver of Notice. By opening your Deposit Account, you waive any notice of non-payment, dishonor, or protest regarding any item credited to or charged against your Deposit Account. For example, if a check you deposited is returned to us unpaid, we are not required to notify you of that dishonor.

Legal Processes Affecting Account. If a garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other court order, or other legal process (**"Legal Process"**) is brought against your Deposit Account, we have the right to place a hold on, remove from your account, and/or remit to the designated third party any amount in your account as required by that Legal Process. We may also refuse to permit, or may limit, withdrawals, transfers, closures, or refunds until the Legal Process is satisfied or dismissed, and we have first claim to any and all funds in your account regardless of its terms. Unless the law requires otherwise, we are not obligated to notify you that we've received a Legal Process. We will not contest a Legal Process on your behalf, and we are not liable to you for complying with one, even if doing so leaves insufficient funds to cover a transaction you've already authorized. Any garnishment or levy against your account is also subject to our right of set-off described above. We may restrict the use of your account for as long as it is involved in any legal proceeding, and you agree to reimburse any expenses, including legal fees, we incur because of a Legal Process against your account; we may charge those expenses directly to your account.

Account Holds, Suspensions, Restrictions, and Closures. Company and/or Bank may suspend, freeze, restrict, or close your Account for any reason with or without notice. Such reasons include, but are not limited to:

a. If we, at any time, believe you are using the Deposit Account and/or associated DingoBlu Debit Card for fraudulent or illegal purposes, or you otherwise present an undue risk to Company and/or the Bank as determined in our sole discretion,
b. Your use conflicts with any federal, state, or local law, rule, or regulation, including federal foreign asset control and sanction regulations and anti-money-laundering regulations, or with our policies adopted to assure that we comply with those laws, rules, or regulations,
c. We receive a regulatory directive, court order or other Legal Process request to suspend or close your account, or
d. Your non-fraudulent actions nonetheless violate any part of this Agreement.

If our monitoring of the Deposit Account detects any such activity, the Account funds will be subject to a hold pending review of the activity by the Bank and/ or Company. The Bank and/or Company may require you and other parties to the activity to produce documents and/or other materials evidencing the validity of the activity. Funds on deposit in any Account are subject to hold at the Bank's discretion until the source of such funds and/or the activity is properly verified. The Bank and/or Company also may temporarily or permanently reduce your limits on deposits to, or withdrawals or transfers from, your Account without prior notice to you, unless prior notice is required by applicable law, rule, or regulation.

Amendment and Cancellation
By providing an electronic signature, or continuing to hold an account with us, you agree to the most recent version of this Agreement, which is available to you at [INSERT PARTNER URL], or by calling us at the number listed on the last page of this Agreement.

This Agreement, including its fees, charges, and balance requirements, may change from time to time in our sole discretion. If a change would adversely affect you (such as an increase in fees or charges, or a new minimum balance requirement) we will provide you with written notice at least thirty (30) calendar days before the change takes effect, except where a shorter period is permitted by applicable law or the change is required for security purposes, in which case we may implement the change without prior notice. We will post the amended Agreement at [INSERT URL], and the amendment shall be effective as described in the notice provided to you. The current Agreement is always available to you at [INSERT URL].

We may amend or change the terms and conditions of this Agreement, or cancel or suspend your Deposit Account or this Agreement, at any time as described above. We may also close your Account at any time, with or without cause; we will provide notice if applicable law requires and try to give notice when practical.

You may cancel this Agreement at any time by calling 1 (866) 593-4646 or mail us at the address in the "How to Contact Us" section to close your Deposit Account. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

If your Deposit Account is cancelled, closed, or terminated for any reason, you may be eligible to receive your unused balance via check sent to the mailing address we have on file. We will first attempt to return any unused balance to any Savings Account you hold with us, as applicable, and then to any external linked bank account. For security purposes, we may require identification and address-verification documentation before issuing a refund check. Allow up to fourteen (14) days for processing. If the Deposit Account program itself is cancelled, closed, or terminated, we will send you prior notice in accordance with applicable law, including instructions on how to receive any remaining Deposit Account balance. We reserve the right to refuse to return by check any unused balance of less than $5.00, unless applicable law requires otherwise.

Transfers and Assignments. We may assign or transfer any or all of our interest in your Deposit Account. You may not assign or transfer any interest in your Deposit Account unless we agree in writing.
Notice. You are responsible for notifying us of any change to your address, name, email, or other information affecting your Deposit Account, including the death of an account holder. Any notice you send us must be in a form and manner we accept, with enough information for us to identify your Deposit Account. A notice from you is not effective until we receive it and have had a reasonable opportunity to act on it. A written notice from us to you is effective when mailed to the most recent address you have provided us.

Account Dormancy and Escheatment
Your Deposit Account will be considered dormant if you have not initiated any deposit, withdrawal, transfer, or other transaction on the Deposit Account for twelve (12) consecutive months. We may classify your Deposit Account as dormant regardless of your account balance. If your Deposit Account is classified as dormant or placed in a non-active status for any reason, interest may cease to accrue on your Deposit Account during the period it remains in that status. Once your Deposit Account is classified as dormant, we will close your Deposit Account in accordance with this Agreement.

Once your Deposit Account is dormant, we may, to the extent permitted by applicable law, restrict certain features or services, and we may close your Deposit Account if it remains dormant for the period required by applicable state unclaimed property law. Before your Deposit Account balance is remitted to a state as unclaimed property (**"escheated"**), we will attempt to notify you using the contact information we have on file, as and to the extent required by applicable law.

The length of time before a dormant Deposit Account balance is escheated, and the state to which it is remitted, are determined by applicable law and generally depend on your last known address on file with us. If we escheat your Deposit Account balance in accordance with applicable law, we are relieved of any further responsibility for that balance, and you will need to seek its return directly from the state to which it was remitted.

For a Deposit Account with an international address, the funds will be remitted to the State of West Virginia.

Statements
Electronic statements are available to view and print at [INSERT URL]. Deposit Account statements are considered to be correct. Carefully review your statements each statement period and notify us of any errors within sixty (60) days of your statement becoming available. You also have a right to obtain a sixty (60) day history of your Deposit Account transactions by calling us at 1 (866) 593-4646 , or by writing to us at
Company Customer Services,
DingoBlu Financial, Inc
Attn: Customer Service
PO Box 480220
Charlotte, NC 28269

You will not automatically receive paper statements.

Special Rules for New Accounts
Deposit Accounts open less than thirty (30) days or Deposit Accounts with a physical DingoBlu Debit Card that has not been activated will be limited in functionality. You may not be eligible to use or may be limited in your ability to use certain features until the physical DingoBlu Debit Card has been activated and the Deposit Account has been open for at least thirty (30) days. In addition, certain transfer limits may be lower during this time as indicated in Section I.C, "Deposits to the Account", Section I.E, "Electronic Banking Services" and Section II, "Electronic Funds Transfer Disclosure and Special Terms and Conditions".

D. Using The DingoBlu Debit Card
You acknowledge and agree that the funds accessible through use of the Card are limited to the available funds in your Deposit Account. You agree to sign the back of the physical Card immediately upon receipt. The expiration date of the Card is identified on your Card in your Mobile App. The Card is the property of the Bank and must be surrendered upon demand. The Card is nontransferable, and it may be cancelled, repossessed, or revoked at any time without prior notice subject to applicable law, rules, or regulations.

Activate The Card
You must activate the physical Card before it can be used. You may activate it by calling 1 (866) 593-4646 or online at [INSERT URL] or through the Mobile App. You will need to provide personal information in order for us to verify your identity. Certain functionality outlined in this Agreement may be restricted prior to activating the physical Card, for details see Section I.C, "Deposits to the Account", Section I.E, "Electronic Banking Services" and Section II, "Electronic Funds Transfer Disclosure and Special Terms and Conditions."

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

Authorized Card or Deposit Account Users You are responsible for all authorized transactions initiated and fees incurred by use of the Card or Deposit Account. If you permit another person to have access to your Card, Card number(s), Deposit Account number(s) or PIN, you will be deemed to have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of your Deposit Account according to the terms and conditions of this Agreement

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

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

Cash Access and Transaction Limitations
With your PIN, you may use the physical Card to obtain cash from your Deposit Account at any Automated Teller Machine (**"ATM"**) or any Point-of-Sale (**"POS"**) device, as permissible by a merchant, that bears the Allpoint acceptance marks. If the POS device does not require your PIN, you may use your virtual Card to obtain cash from your Deposit Account at any POS device, as permissible by a merchant, that bears the Allpoint acceptance marks.

You may withdraw cash surcharge-free at any ATM within the Allpoint ATM network. You may also use ATMs outside the Allpoint network; however, out-of-network ATM withdrawals may be subject to a surcharge fee imposed by the ATM operator, in addition to any fee we may charge as described in the Fee Schedule. You can locate Allpoint ATMs near you through the Mobile App or at [allpointnetwork.com / INSERT LINK].

ATM transactions are treated as cash withdrawal transactions. ATM cash withdrawals, cash withdrawal fees, funds withdrawn at a POS, third-party fees, and purchases each count toward the maximum transaction amount on the Card per day.

Below are the itemized cash access and spending limits for your Deposit Account at the time of account opening. You may later be eligible for higher transaction limits at our discretion, based on Deposit Account history. We may change these limits with notice to you. To determine the current limits that apply to you, you can access them under the [INSERT LOCATION AND/OR LINK] of the Mobile App, contact Customer Services by calling 1 (866) 593-4646, or email at sup-port@dingoblu.com.

You may use the Card to purchase or lease goods or services as long as you do not exceed the available balance of your Deposit Account. Some merchants do not allow customers to conduct split transactions where the Card is used as partial payment for goods and services and the remainder of the balance is paid with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in the Deposit Account to the Card. You must then arrange to pay the difference using another valid payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to using the Card, the Card is likely to be declined.

If you use the Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount equal to $150.00 or more. If the Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred to the extent permitted by applicable law and network rules. A preauthorization will place a "hold" on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

All transactions relating to car rentals may result in a hold for that amount of funds for up to thirty (30) days.

If you use the 16-digit Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may

Transaction Type	AdvantageBlu Transaction Limits	PremierBlu Transaction Limits	SignatureBlu Transaction Limits
Domestic ATM Withdrawal	3 times per day Up to $500 per day[1]	3 times per day Up to $500 per day[1]	3 times per day Up to $1,000 per day[1]
International ATM Withdrawal	3 times per day Up to $$500 per day[1]	3 times per day Up to $500 per day[1]	3 times per day Up to $1,000 per day[1]
Card Transactions (Signature and PIN)	No limit to the number of times per day Up to $3,000 per day[1]	No limit to the number of times per day Up to $4,000 per day[1]	No limit to the number of times per day Up to $6,000 per day[1]

[1] Daily limits reset based on an on-going 24-hour timeframe that begins at midnight Eastern Time. ATM owner-operators, merchants, and participating banks may impose their own fees and lower limits on cash withdrawals. Fees imposed by ATM and POS device owner-operators, merchants, participating banks as well as cash withdrawal fees (see Section VI below) count toward your daily limit.

limit the amount or number of transactions you can make with the Card. The Card cannot be redeemed for cash. You may not use the Card for any illegal online gambling or any other illegal transaction.

Each time you use the Card, you authorize us to reduce the value available in the Deposit Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Deposit Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available in the Deposit Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees. See these provisions in Section I.C for additional details if your Deposit Account balance becomes negative: "Negative Balances," and "Set-Offs and Security Interest."

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to sixty (60) days.

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

Merchants are responsible for and must provide you with a clear way of choosing how to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the Interlink or STAR network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the Interlink or STAR network. Please refer to the section labeled "Your Liability for Unauthorized Transfers" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

To initiate a Visa debit transaction at a POS, swipe the Card through the POS terminal, sign the receipt, or provide your 16-digit Card number for a mail order, telephone, or Internet purchase.

International Card Use
You may use the Card to obtain cash and make purchases outside the United States everywhere Visa is accepted, subject to the same balance, transaction, and tier-based limits described in this Agreement, including the international ATM withdrawal limits set out in "Cash Access and Transaction Limitations." International transactions are subject to currency conversion as described in "Transactions Made In Foreign Currencies" below, and may incur an International Transaction Fee, as set forth in the Fee Schedule.

For your security, we may decline, delay, or restrict a Card transaction attempted outside the United States, particularly if it appears unusual or inconsistent with your account history. We encourage you to notify us in advance of international travel by contacting Customer Services, though such notice does not guarantee that a transaction will be approved.

You may not use the Card in any country or territory, or with any merchant or party, that is subject to sanctions or trade restrictions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or other applicable law, and we may block, delay, or reverse any transaction that violates this restriction.

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

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

Card Replacement
If you need to replace the Card for any reason except at Card expiration, you can do so by calling 1 (866) 5934646 or through the Mobile App to request a replacement card. You will be required to provide personal information which may include your Deposit Account number, 16-digit Card number, full name, transaction history, copies of acceptable documentation, etc. We may charge a Replacement Card Fee, as set forth in the Fee Schedule, each time we issue you a replacement Card for a reason other than expiration.

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

Virtual Card
You will receive a virtual Card with a different card number than your physical Card, accessible in the Company Mobile App. Use of the virtual Card signifies your acceptance of the virtual Card. If you create a PIN, it will automatically apply to both your physical Card and virtual Card. Unlike the physical Card, the virtual Card cannot be used at an ATM or to withdraw cash at a POS system where the POS device requires a PIN. You can use your virtual Card and PIN for other PIN-required transactions at a POS device, other than transactions to withdraw cash. You may manage your Cards in the Company Mobile App.

E. Electronic Banking Services
Compromise of your Deposit Account. If you believe your Deposit Account has been compromised, please contact 1 (866) 593-4646 immediately. Please see Section II "Electronic Funds Transfer Disclosure and Special Terms and Conditions" below, where your liability for unauthorized transfers from the Deposit Account is explained.

II. Electronic Funds Transfer Disclosure and Special Terms and Conditions
Your Deposit Account number and bank routing number can be used for preauthorized direct debits (**"ACH Debit(s)"**) from merchants, Internet service or other utility service providers (**"Merchants"**) and for the purpose of initiating direct deposits (**"ACH Credits"**) to your Deposit Account.

Company may in its discretion permit certain government transfers so long as one recipient on the transfer matches the name on the Deposit Account (e.g., tax returns for jointly filed returns).

Limits on ACH Transactions
Cut-off Time - The cut-off time for scheduling ACH transfers is 4:00pm EST. Any transfer scheduled after

Transaction Type	AdvantageBlu Transaction Limit	PremierBlu Transaction Limit	SignatureBlu Transaction Limit
ACH Debits	No limits to the number of times per day. Limited to the available Deposit Account balance	No limits to the number of times per day. Limited to the available Deposit Account balance	No limits to the number of times per day. Limited to the available Deposit Account balance
ACH Credits initiated from the Company Mobile App or Website to another bank account you own[1]	No limit to the number of times per day Up to $10,000 per day, maximum of up to $20,000 per month[2]	No limit to the number of times per day Up to $10,000 per day, maximum of up to $20,000 per month[2]	No limit to the number of times per day Up to $10,000 per day, maximum of up to $20,000 per month[2]

[1]Acceptance of ACH Credits may vary by financial institution. Please contact the bank you wish to send funds to prior to initiating an ACH Credit to determine if restrictions apply.
[2]This transaction type is not available for Deposit Accounts with a DingoBlu Debit Card that has not been activated.

the cut-off time will be treated as if it were scheduled on the next business day.

ACH Debit Limits - The limitations to the amount of funds that can be transferred from your Deposit Account per day are as follows:

We may change these limits with notice to you if applicable law requires. To determine the current limits that apply to you, you can access them under the [INSERT LOCATION AND/OR LINK] of the Mobile App, contact Customer Services by calling 1 (866) 5934646, or emailing support@dingoblu.com

Electronic Funds Transfer Services, Generally
When you authorize any or all of the following: automated credits, direct deposits or automated debits and automated payments to or from your Deposit Account, you agree that the following terms and conditions apply:
The following terms are used to describe Electronic Funds Transfer (**"EFT"**) services. "Automated credits" or "direct deposits" are deposits made to your Deposit Account by electronic means. "Automated debits" and "automated payments" indicate payments or transfers authorized by you to be made from your Deposit Account by electronic means. "Online Transfers" are the movement of funds between your Deposit Account and optional Company Savings Account by use of the Mobile App or the Website. Online Transfers are described in detail in the agreement governing the Company Savings Account.
Other relevant terms and conditions described elsewhere in the Agreement also apply as long as they are consistent with Regulation E or this Section II.

Types of Electronic Funds Transfers Available
a. You may arrange with another party, such as your employer or a government agency, to electronically deposit funds on a one-time or recurring basis directly to your Deposit Account.
b. You may authorize another party, such as a merchant, to make a one-time or recurring payment(s) using the Deposit Account and bank routing numbers, directly from your Deposit Account subject to the established limitations on withdrawals and transfers.
c. You may use the Card to make purchases at merchants that accept the Card or use the physical Card to obtain cash at ATMs and, subject to availability, cash back at POS terminals.
d. You may authorize Automated credits, direct deposits or Automated debits and automated payments to or from your Deposit Account.
e. You may authorize "online transfers" between your Deposit Account and other DingoBlu Accounts you may have, such as the optional Company Savings Account by use of the Mobile App or the Website.

Limitations on Transfers, Amounts and Frequency of Transactions
a. You may make cash withdrawals and POS purchases, not to exceed the established limits for your Deposit Account. See the section labeled "Cash Access and Transaction Limitations" for details about the limits.
b. If your Deposit Account is closed, blocked, or suspended for any reason, you will not be able to transact using your Card (including at an ATM).

Right to Receive Documentation of Electronic Funds Transfers
a. Statements. You will have access to a monthly electronic statement that can be viewed on the Website and Mobile App.
b. Direct Deposits or Automated Credits. If you have arranged to have direct deposits made to your Deposit Account at least once every sixty (60) days from the same person or Company, call 1 (866) 593-4646to find out if the deposit has been made.

Right to Stop Payment of Preauthorized Transfers and Procedures for Doing So
If you have authorized or directed us in advance to make a recurring payment out of your Deposit Account, you can stop any of these payments. Here's how:
To stop a recurring transfer to a merchant you preauthorized to debit your Deposit Account, please contact the merchant to request cancellation of the recurring payment.
If the merchant with whom you arranged recurring transfers from your Deposit Account is unable or unwilling to stop the transfer, call Company Customer Services at 1 (866) 593-4646 to request a stop on such payment. Your request to stop payment must be received at least three (3) business days before the payment is scheduled to be made. Such a stop payment request will cancel a single, i.e. one (1) recurring payment. If you want to permanently stop all recurring payments to a specific merchant, you may be required to put your request in writing within fourteen (14) days after you call. If we ask you to put your request in writing, you will need to tell us; the name of the payee, the dollar amount of the payment and the date of the payment. If written stop payment notification is required but is not received within fourteen (14) days, only the first payment you notified us of will be stopped, and future payments will not be stopped.

Notice of Varying Amounts
If these regular payments you make may vary in amount, the person you are going to pay will tell you the transfer date and the amount of the transfer ten (10) days before each payment is scheduled to take place. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set).

Liability for Failure to Stop Payment of Preauthorized Transfer
If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages, subject to any limits of liability.

Your Liability for Unauthorized Transfers Contact us at once if you believe your Card, PIN or Deposit Account number has been lost or stolen. Telephoning is the best way to minimize your possible losses. If your Card, PIN or Deposit Account number has been lost or stolen, or that someone has transferred or may transfer money from your Deposit Account without your permission, call 1 (866) 5934646. Under Visa Operating Regulations, your liability for unauthorized Visa debit transactions on

your Deposit Account is $0.00 if you are not negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa or to ATM transactions outside the U.S. You must notify us immediately of any unauthorized use. In the event that the Visa Zero Liability Rules do not apply, if you notify us within two (2) business days after you learn of any unauthorized transactions, you may be liable for no more than $50.00 if someone used your Deposit Account without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card, Deposit Account number or PIN and we can prove that we could have stopped someone from using your Deposit Account without your permission if you had promptly notified us, you may be liable for as much as $500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors". If you do not notify us within sixty (60) days after the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking value if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If your Card, PIN or Deposit Account number has been lost or stolen, we will close your Card and/or Company Account to keep losses down and send you a replacement Card and/or Deposit Account number.

If your Deposit Account changes you must immediately notify your employer or any other payors or merchants. You must provide them with your new Company Account number to ensure that your direct deposit and/or ACH Debit activity continues uninterrupted.

Our Liability for Failure To Complete Transactions
If we do not properly complete a transaction from your Deposit Account or Card on time or in the correct amount according to our Agreement with you; we will be liable for your direct losses or damages, subject to limits of liability. However, there are some exceptions. We will not be liable, for instance:

c. If through no fault of ours, you do not have enough funds available in your Deposit Account to complete the transaction;
d. If a merchant refuses to accept your Card or Deposit Account number;
e. If an ATM where you are making a cash withdrawal does not have enough cash;
f. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
g. If access to your Card or Deposit Account has been blocked after you reported your Card or Deposit Account number lost or stolen;
h. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
i. If we have reason to believe the requested transaction is unauthorized;
j. If circumstances beyond our control (such as fire, flood, power failure, strike, labor dispute, critical service provider failure, computer breakdown, telephone line disruption, government or regulatory action, or a natural disaster) prevent the completion of the transaction, despite reasonable precautions that we have taken;
3. i. If access to your Account has been blocked by us for suspected fraud or if we have reason to believe a requested transaction is unauthorized;

4. j. In the case of pre-authorized credits, the data from the third party is not received, or is incomplete or erroneous; or
k. Any other exception stated in our Agreement with you.

Confidentiality

We may disclose information to third parties about your Deposit Account, Card, or the transactions you make:
Where it is necessary for completing transactions;
In order to verify the existence and condition of your Deposit Account or Card for a third party, such as a merchant;
In order to comply with government agency, court order, or other legal or administrative reporting requirements;
If you consent by giving us your written permission;
To our employees, auditors, affiliates, service providers, or attorneys as needed;
As noted in the Company Privacy Policy and Bank Consumer Privacy Notice(s); or
As otherwise as necessary to fulfill our obligations under this agreement.

Information About Your Right to Dispute Errors In case of errors or questions about your electronic transactions, call 1 (866) 593-4646 , contact us through the Mobile App, email at support@dingoblu.com or write to Company Customer Services,
DingoBlu Financial, Inc
Attn: Customer Services
PO Box 480220
Charlotte, NC 28269 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed in the statement or receipt. We must hear from you no later than sixty (60) days after the date we sent the FIRST statement on which the error appeared. You may request a written history of your transactions at any time by calling 1 (866) 5934646 , or contacting us through the Mobile App. You will need to tell us:

a. Tell us your name, Deposit Account number and/or 16-digit Card number.
b. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
c. Tell us the dollar amount of the suspected error.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Deposit Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not provisionally credit your Deposit Account.

For errors involving new Deposit Accounts; transactions with a merchant's POS terminal, whether in-person, online, by telephone, mail, or otherwise; or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Deposit Accounts, we may take up to twenty (20) business days to credit your Deposit Account for the amount you think is in error. For errors involving unauthorized preauthorized debits, we will ask you to complete and sign an "Affidavit of Unauthorized ACH" and return it to us to assist in our investigation.

We will tell you the results within three (3) business

days after completing the investigation. If we determine that there was no error, we will send you a written explanation. Copies of the documentation used in the investigation may be obtained by contacting us at the phone number or address shown at the beginning of this section.

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

Customer Services
For customer service assistance or additional information regarding your Deposit Account, please contact:

DingoBlu Financial, Inc
Attn: Customer Services
PO Box 480220
Charlotte, NC 28269

1 (866) 593-4646 support@dingoblu.com
Customer Services specialists are available to answer your calls: ET 8am – 10pm Monday – Friday - 9am – 3pm – Saturdays

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

III. Arbitration
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, 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 only 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. If an individual action originally brought in small claims court is transferred, removed, or appealed to a different court, it is then eligible for arbitration at either party's request.

Before starting an arbitration or lawsuit, the party seeking to commence a proceeding (the "Claimant") must give the other party (the "Respondent") written notice of the Claim (a "Notice"). We may send a Notice to you at any address we have for you in our records. A notice or letter stating that any amount you owe us is past due will serve as a Notice.

A Notice sent to us must be provided to us at:

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

The Claim Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the Dispute; (c) set forth the specific relief sought and (d) be signed by you. Any notice from us to you will be similar in form to that described above. A Notice shall not apply to Disputes that are asserted only as counterclaims. The statute of limitations for any Dispute will be tolled for 60 days following service of a proper Notice. If the parties 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"**), including, if applicable, its Mass Arbitration Supplementary 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. If the AAA is unavailable, and you and we can't agree on a replacement, then you or we may ask a court with jurisdiction to select the substitute administrator.

This Agreement affects interstate commerce, and the enforceability of this Section III 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.

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)). The parties agree that the provisions of Federal Rule of Civil Procedure 68 shall apply to any Dispute and be enforced by the arbitrator. 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 thirty (30) days after you open your Deposit Account. The notice must include your name, address, account number, and personal signature, and must be either emailed to [INSERT OPT-OUT EMAIL] or mailed to the following addresses:

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 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. If you or we seek public injunctive relief as a remedy for any Dispute (a "Public Injunctive Relief Request") you and we agree that the Public Injunctive Relief Request cannot be arbitrated. Instead, that Public Injunctive Relief Request shall be adjudicated by a court after all other Disputes to be decided in arbitration under this Arbitration Agreement are resolved in arbitration, including all causes of action pursuant to which a Public Injunctive Relief Request is made. You and we agree to jointly request that the court stay the Public Injunctive Relief Request until after the remaining Disputes have been finally resolved in arbitration, and that the parties will only seek to lift the stay and request that the court resolve the Public Injunctive Relief Request if an arbitrator finds that one of them is liable for a Dispute for which public injunctive relief is an available remedy.

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.

IV. Truth in Savings Disclosures

The disclosures in this section are in addition to the Interest Rate and Annual Percentage Yield (APY) Schedule and the Deposit Accounts Fee Schedule. Rates may vary based on the tier of your Deposit Account.

Interest will be compounded on a daily basis and credited to your Deposit Account on the last day of each statement cycle. We use the daily compounding method to calculate interest on your Deposit Account. This method applies a periodic rate to the balance in your Deposit Account each day. We use 365 days to calculate the periodic rate, except in a leap year, when we use 366 days. At our discretion, we may change the interest rate on your Deposit Account at any time. Interest is paid on collected balances. All interest is calculated to nine (9) decimal places and paid to the second decimal place. Any remaining fractions of a cent are not paid out but are carried over to the next statement cycle. Interest will be paid only when the accrued amount (including any carryover from prior statement cycles) equals at least one cent ($0.01). If accrued interest is less than $0.01 at the end of a statement cycle, it will be carried over to the next statement cycle and no payment will be made for that cycle.

If you close your Deposit Account before the end of a statement cycle, you will forfeit any interest that has been calculated but not yet credited to your Deposit Account. Interest accrual stops on the date your Deposit Account is closed or canceled. Fees may reduce earnings as described in the Fee Schedule.

- Minimum Balance Requirements: In order to open the AdvantageBlu account, you must make an initial deposit of $25. In order to open the PremierBlu account, you must make an initial deposit of $500. In order to open the SignatureBlu account, you must make an initial deposit of $1,000. You may deposit any amount you wish when opening the Deposit Account, however, the Deposit Account will remain in a new account status until thirty (30) days after the Deposit Account has received a posted deposit.
- Annual Service Fee: An annual service fee applies to PremierBlu and SignatureBlu accounts, as set forth in the Fee Schedule. If applicable, this fee is charged at the time you open your account and is automatically debited from your Deposit Account, reducing your available balance, including the funds from your initial deposit. You should account for this fee when making your opening deposit. The annual fee will thereafter be assessed and debited from your Deposit Account automatically on each anniversary of your account opening date.
- Transaction Limitations: Minimum and maximum withdrawal limitations apply. See the section labeled "Cash Access and Transaction Limitations" for full information regarding these limits.

V. General Funds Availability

Information contained in this section is provided to assist you in understanding our Funds Availability Policy. All deposits into accounts opened through the Bank are processed at a Bank processing facility. We make funds available according to the type of deposit and when the funds are applied or credited to your Deposit Account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your Deposit Account, you may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers or payments or transactions using your Card during the hold period. We have the right to refuse any deposit.

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

- Availability - The length of the delay in the availability of funds varies depending on the type of deposit.
- Business Days - The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your Deposit Account. For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included. Deposits received by 4:00PM Eastern Time will be considered current-day deposits. Any deposits received after that time will be processed the follow-

ing business day.

- Same Day Availability - Funds received from preauthorized electronic payments such as payroll direct deposits, or other preauthorized electronic payments will be available on the day the deposit is applied to your Deposit Account.
- ACH Credits received from an external bank account will be applied to the Deposit Account when we have verified the external account and received payment on collected funds. Once the funds are applied to the Deposit Account, they will have same day availability.
- Longer Availability - Electronic transfers depositing into the Deposit Account initiated through the Mobile App or Website may take up to five (5) business days from the date of the initial request but will post on the payment date of the deposit once the money has reached the Bank and/or Company.

VI. Fee Schedule.
All fee amounts will be withdrawn from your Deposit Account and will be assessed as long as there is a remaining balance in your Deposit Account, except where prohibited by law. Any fees charged by a third party will be assessed against your Deposit Account automatically. These third-party fees could bring your Deposit Account to a negative balance or cause attempted transactions to be declined. The schedule of current fees, maintenance charges and minimum balance requirements for each deposit account is contained in a separate document called the "Deposit Accounts Fee Schedule," as it may be amended from time to time, and is incorporated herein by reference. You agree to pay the fees contained in the Deposit Accounts Fee Schedule. Bank and/or Company may change its maintenance fees, activity charges, and minimum and/or average balance requirements from time to time and will provide you with notice of any change.

VII. Use of Online or Mobile Services Terms LAST UPDATED: [insert]

Company Online & Mobile Application Terms & Conditions

Please read the following terms and conditions very carefully. If you do not agree with the following terms and conditions, do not download, or install this software. By downloading, installing, or using this software or any portion thereof, you agree to the following terms and conditions.

Use of the Company Mobile Application
This agreement (**"Terms"**) is entered into between you and Company ("Company"), the program partner responsible for managing the Company Deposit Account. Subject to the provisions of these Terms, you are hereby granted the non-transferable right to use this software (**"Company Mobile App"**) solely for personal, non-commercial purposes.
You may not use the Company Mobile App in any manner that may impair, overburden, damage, disable or otherwise compromise (i) Company's services; (ii) any other party's use and enjoyment of Company's services; or (iii) the services and products of any third parties including, without limitation, any device through which you access the Company Mobile App (the **"Authorized Device"**). You agree to comply with all local laws and regulations governing the downloading, installation and/or use of the Company Mobile App, including, without limitation, any usage rules set forth in the online application store terms of service.

From time to time, Company may automatically check the version of Company Mobile App installed on the Authorized Device and, if applicable, provide updates for the Company Mobile App (**"Updates"**). Updates may contain, without limitation, bug fixes, patches, enhanced functionality, plug-ins, and new versions of the Company Mobile App. By installing the Company Mobile App, you authorize the automatic download and installation of Updates and agree to download and install Updates manually if necessary. Your use of the Company Mobile App and Updates will be governed by these Terms (as amended by any terms and conditions that may be provided with Updates).

Company reserves the right to temporarily disable or permanently discontinue any and all functionality of the Company Mobile App at any time without notice and with no liability to you.

For the avoidance of doubt, agreement to these Terms is solely between Company and you. If you need to contact Company about the Company Mobile App, you may do so by calling 1 (866) 593-4646 .

Privacy Policy
As a condition of using the Company Mobile App, you acknowledge that additional agreements may be in place that govern your relationship with Company, including but not limited to this Agreement, Company Privacy Policy, the Company User Agreement, the MVB Privacy Notice(s), and the Electronic Communication Agreement, each of which is hereby incorporated by reference. You acknowledge and agree that these agreements may be updated from time to time, without prior notice. Any such change(s) will be effective as soon as Company posts a revised version of the applicable agreement. In the event of an otherwise irreconcilable conflict between these Terms and other agreements, these Terms will govern, solely with regard to the conflicting provisions and solely to the extent of such conflict.

Company may track and archive certain information regarding your use of the Company Mobile App **("Use Information")**. Use Information may be stored and processed in the United States or any other country in which Company or its agents maintain facilities. By using the Company Mobile App, you consent to the collection of your Use Information and to any transfer of your Use Information outside of your country.

Proprietary Rights
You hereby acknowledge that Company owns all rights, titles, and interest in and to the Company Mobile App and to any and all proprietary and confidential information contained therein (**"Company Information"**). The Company Mobile App and Company Information are protected by applicable intellectual property and other laws, including patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions, and restorations thereof, now, or hereafter in force and effect worldwide. You agree that you will not (and will not allow any third party to) (i) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer or disassemble the Company Mobile App or otherwise attempt to derive source code from the Company Mobile App; (ii) copy, distribute, transfer, sell or license the Company Mobile App; (iii) transfer the Company Mobile App to, or use the Company Mobile App on, a device other than the Authorized Device; (iv) take any action to circumvent, compromise or defeat any security measures implemented in the Company Mobile App; (v) use the Company Mobile App to access, copy, transfer, retransmit or transcode Content (as defined below) or any other content in violation of any law or third party rights; (vi) remove, obscure, or alter Company's (or any third party's) copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed through the Company Mobile App.

Content made available through the Company Mobile App (**"Content"**) is protected by applicable intellectual property rights and is the property of Company, its third party licensors and partners (as applicable), and other entities that provide such content to Company. You may not (or enable others to) copy, distribute, display, modify, or otherwise use the Content except as it is provided to you through the Company Mobile

App hereunder. Company and its licensors make no representations or warranties regarding the accuracy or completeness of the Content.

Export Restrictions

Company does not represent that the Company Mobile App is appropriate or available for use in any geographical location. Any entity choosing to use the Company Mobile App is solely responsible for compliance with all applicable laws. The Company Mobile App is subject to U.S. export controls and may not be downloaded, exported or re-exported: (i) into (or to a national or resident of) any country with respect to which the United States maintains trade sanctions prohibiting the shipment of goods; or (ii) to anyone on or acting on behalf of an entity on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Denied Persons List or Entities List (together referred to as **"U.S. Prohibited Party Lists"**). By downloading and/or using the Company Mobile App, you represent and warrant that you are not (a) located in or a national or resident of any country noted above that is subject to U.S. trade sanctions, or (b) on any U.S. Prohibited Party List or acting on behalf of any person or entity on any such list.

Termination

You may terminate acceptance of these Terms at any time by permanently deleting the Company Mobile App in its entirety from the Authorized Device, whereupon (and without notice from Company) any rights granted to you herein will automatically terminate. If you fail to comply with any provision of these Terms, any rights granted to you herein will automatically terminate. In the event of such termination, you must immediately delete the Company Mobile App from the Authorized Device.

Indemnity

You agree to hold harmless and indemnify Company and its subsidiaries, affiliates, officers, agents, and employees (and their subsidiaries, affiliates, officers, agents, and employees) from and against any claim, suit or action arising from or in any way related to your use of the Company Mobile App or your violation of these Terms, including any liability or expense arising from all claims, losses, damages, suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Company will provide you with written notice of such claim, suit, or action.

Entire Agreement; Revisions to Terms

Company may, from time to time, modify these Terms. Such modifications shall be effective as soon as the modified version of the "Company Mobile Terms of Use" is posted in the online application store or any other authorized Company]Mobile App distribution location. You can determine when these Terms were last revised by referring to the "LAST UPDATED" legend at the top of then-current version of the "Company Mobile Terms of Use" in the online application store or any other authorized Company Mobile App distribution location. Your use of the Company Mobile App following such changes constitutes your acceptance of the revised version of the "Company Mobile Terms of Use" in the online application store or any other authorized Company Mobile App distribution location.

This version of the Agreement is effective [INSERT VERSION DATE].

Checking Accounts	AdvantageBlu	PremierBlu	SignatureBlu
Interest Rate	0.1998%	0.2995%	0.3992%
APY	0.20%	0.30%	0.40%
Qualifying Balance for Interest	No requirement	No requirement	No requirement

Fee Description	AdvantageBlu Fee Amount	PremierBlu Fee Amount	SignatureBlu Fee Amount
Annual Service Fee	$0	$250	$500
Cash Withdrawal or Balance Inquiry Fee at an ATM*	The first cash withdrawal or balance inquiry is free. Thereafter, $2.00 per month	$0	$0
Cash Withdrawal Fee at an Out-of-Network ATM	$2	$2	$2
POS Cash Back **	[INSERT] $0	$0	$0
Electronic Statement	$0	$0	$0
Stop Payment	$20	$20	$20
Return of Deposited or Cashed Item	[INSERT]		
Virtual Card Fee	$0	$0	$0
Domestic Transaction Charge	$0	$0	$0
International Transaction Charge***	3%	3%	3%
Monthly Service Fee	$9	$0	$0
Account Closure Fee (if Account is closed within 120 days of Account opening)	$25	$25	$25
Paper Statement Fee	$10	$10	$10
Withdrawal Fee (not ATM)	$0	$0	$0
Pre-authorized Transaction Fee	$0	$0	$0
Pre-authorized Transaction Fee	$0	$0	$0
Overdraft Fee	$0	$0	$0
Negative Balance Fee	$0	$0	$0
Debit Card Expedited Delivery (2 days)	$20	$20	$20
Debit Card Expedited Delivery (overnight)	$55	$55	$55
Replacement Debit Card	$10	$50	$80

*A minimum balance fee of $__ will be imposed every (time period) if the balance in the account falls below $__ any day of the (time period).
*If you use an ATM not owned by Allpoint for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only. This ATM fee amount will be charged to your Deposit Account.
** If you use POS Cash Back, device owner-operators, merchants and participating banks may impose their own fees on cash withdrawals. This POS Cash Back is a third-party fee amount assessed by the individual device oper ator only and is not assessed by us. This POS Cash Withdraw amount will be charged to your Deposit Account.
*** If you use your DingoBlu Debit Card to transact in foreign currencies, you will be charged a 3%% fee of the total purchase by [INSERT NETWORK] for each transaction, and such fee will be charged to your Deposit Account.
**** Requirements to Waive Monthly Service Fee: Either $500 monthly direct deposit or $1,500 average daily balance