DingoBlu Financial™

DingoBlu Website Terms of Use

Last Updated: November 12, 2026

1. Purpose & Scope

These Terms of Use govern access to and use of dingoblu.com (the "Website"), including any content, functionality, and services offered on or through the Website, whether as a guest or as a registered user. The Website is offered and available only to individuals who are 18 years of age or older and reside in the United States.

2. Policy / Procedure

DingoBlu Financial, Inc. is a financial technology company, not a bank. Banking services are provided by MVB Bank, Inc., Member FDIC. The Visa® debit card is issued by MVB Bank, Inc. pursuant to a license from Visa U.S.A. Inc. FDIC deposit insurance covers only the failure of MVB Bank, Inc., is available up to applicable limits, and is subject to certain conditions, including FDIC recordkeeping requirements being satisfied.

2.1 Acceptance of the Terms of Use

These Terms of Use ("Terms" or "Agreement") are entered into by and between you, the user ("You" or "User"), and DingoBlu Financial, Inc. ("DingoBlu" or "We" or "Our" or "Company"). The following Terms and Conditions, together with any documents they expressly incorporate by reference, including our Privacy Policy (collectively, these "Terms of Use"), govern your access to and use of dingoblu.com (the "Website" or "Site"), including any content, functionality, and services offered on or through the Website, whether as a guest or as a registered user.

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.

If you do not agree to these Terms or the Privacy Policy, you must not access or use the DingoBlu Website.

This Website is offered and available to individuals who are 18 years of age or older and reside in the United States. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the aforementioned eligibility requirements.

If you do not meet all of these requirements, you must not access DingoBlu's Website.

2.2 Changes to the Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all

access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding to you.

2.3 Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website (and any service or material we provide on the Website) at our sole discretion and without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Website.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website

The Website provides a link to download DingoBlu's application ("App") on a mobile device. To download, access, and use the App or the resources it offers, you may be asked to provide certain registration details or other personal information. It is a condition of your use of the Website, the App, and other services that all the information you provide is correct, current, and complete. By agreeing to this Terms of Use and using our Website, you understand that all information you provide is governed by our Privacy Policy. Our collection, use, and sharing of your personal information is described in our Privacy Policy. Nothing in these Terms of Use limits any rights you may have under applicable privacy law, including any right to opt out of certain information sharing.

2.4 Intellectual Property Rights

The Website and its entire contents, features, and functionality (including, but not limited to all information, software, text, displays, images, video, audio, and the design, selection, and arrangement thereof), are owned by the Company, its licensors, or other providers of such material and are protected by the United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our End User License Agreement for such applications.

This Terms of Use prohibits you to do the following:

- Modify copies of any materials from this Website
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website
- Access or use any part of the Website (including services or materials available via the Website) for any commercial purposes

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our discretion, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

2.5 Trademarks

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use the aforementioned items without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

2.6 Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To transmit or procure the sending of any advertising or promotional material without our prior written consent, including but not limited to junk mail, chain letters, spam, or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

- In any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- To provide false, misleading, or synthetic identity information, or to use another person's identity or personal information without authorization.
- To apply for or open an account on behalf of another person.
- To engage in or facilitate fraud, money laundering, terrorist financing, or any other financial crime.
- If you are, or are acting on behalf of, a person or entity that is the subject of sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC).
- To access or attempt to access, take over, or use another person's account.

Additionally, you agree not to:

- Use any robot or other automatic device, process, or means to access the Website for any purpose outside its intended use, including but not limited to monitoring or copying any of the material on the Website without prior written consent
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent
- Use any device, software, or routine that interferes with the proper functionality of the Website
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service (DoS) attack or a distributed denial-of-service attack (DDoS)
- Otherwise attempt to interfere with the functionality of the Website in any means not stated above.

We reserve the right to report any suspected fraudulent, illegal, or prohibited activity to law enforcement or regulatory authorities and to cooperate with any related investigation.

2.7 Reliance on Information Posted

General educational content presented on or through the Website (such as articles and financial tips) is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of such general educational content. Any reliance you place on such content is strictly at your own risk. We

disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. This section does not apply to information about the rates, annual percentage yields, fees, terms, or features of DingoBlu products and services, which is subject to applicable advertising and disclosure requirements.

2.8 Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

2.9 Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy.

2.10 Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. DingoBlu has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk , subject to the terms and conditions of use for their websites.

2.11 Geographic Restrictions

We provide this Website for use only by individuals who reside in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal for certain individuals or in certain countries. If you access the Website from outside of the United States, you do so on your own volition and are responsible for compliance with all local and/or applicable laws.

2.12 Disclaimer of Warranties

By using this Website and accepting the Terms of Use, you understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output and for maintaining a means external to our site for any reconstruction of any lost data. **To the fullest extent provided by law, we will not be liable for any loss or damage caused by a Distributed Denial-of-Service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the website, use of any services or items obtained through the website, your**

downloading of any material posted on the website, or downloading of any material posted on any Website linked to DingoBlu's Website.

Your use of the Website, its content, and any services or items obtained through the Website is at your own risk. The Website, its content, and any services or items obtained through the Website are provided on an "as is" and "as available" basis, without any warranties of any kind, either expressly or implied. Neither the company nor any person associated with the company makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the Website. Without limiting the aforementioned items, neither the Company nor anyone associated with the Company represents or warrants that the Website, its content, or any services or items obtained through the Website, will be accurate, reliable, error free, or uninterrupted, that defects will be corrected, that our Site or the server that makes it available are free of viruses or other harmful components, or that the Website or any services or items obtained through the Website will otherwise meet your needs or expectations.

To the fullest extent provided by law, the Company hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, non-infringement, and fitness for a particular purpose.

The foregoing law does not apply to any warranties that cannot be excluded or limited under applicable law.

2.13 Limitation on Liability

To the fullest extent provided by law, in no event shall the Company, its affiliates, or their licensors, service providers, employees, agents, officers, or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the Website, any websites linked to it, any content on the Website, or such other websites, including but not limited to any direct, special, incidental, consequential, or punitive damages, including but not limited to personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business, loss of anticipated savings, loss of use, loss of goodwill, loss of data, whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

2.14 Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website. This is including, but not limited to any use of the Website's content, services, and products other than as expressly

authorized in these Terms of Use or your use of any information obtained from the Website.

2.15 Governing Law and Jurisdiction

All matters relating to the Website, these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your state of residence or any other relevant jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

2.16 Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

2.17 Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

2.18 Your Comments and Concerns

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: info@DingoBlu.com.

3. Related Documents & References

Privacy Policy: dingoblu.com/privacy