



**CONSENT TO USE ELECTRONIC SIGNATURE AND RECORDS ("E-SIGN CONSENT")
BUSYKID SPEND CARD**

GENERAL CONSENT. This Consent to Use Electronic Signature and Records (the "E-Sign Consent") constitutes the full agreement by and between MVB Bank, Inc. ("MVB Bank" and "We"), and the person(s) giving his/her authorization, acknowledgement and consent below ("you" and "your") with information relating to your electronic receipt of disclosures, notices, statements, and general communications (collectively, the "Documents") in relation to your BusyKid Spend Card ("Account"). By consenting to the terms of this E-Sign Consent, you acknowledge that your Account is entirely internet based and is not designed to include the option to request paper delivery of Documents, all of which will all be delivered electronically. If you do not wish to receive electronic delivery of your documents, MVB Bank will not open your Account. BusyKid, Inc. and its affiliates ("BusyKid") are program partners with MVB Bank.

By providing your consent, you agree that the MVB Bank, Inc. may send you, or may designate BusyKid or one of its affiliates to send you, any and all Documents in an electronic form so that you may view, download, upload, approve, sign (if requested) and return documents electronically. View additional examples below for types of Documents that we may send as Electronic Records under this consent.

TELEPHONE COMMUNICATIONS AND CONSENT. If you access your Account via a mobile device, or if you provide us with a telephone number that is a mobile phone number, you consent to receipt of information calls and text messages made by us or our service providers to provide services to you related to Account. We may use automatic dialing systems and prerecorded calls to this number and any number you provide to us. Your mobile provider may charge message and data rates.

MEANS OF ELECTRONIC DELIVERY. You consent to receive electronic delivery of Documents, including by any of the following means:

1. By posting such information to your mobile application portal and/or document storage.
2. By text message or SMS at the mobile phone number associated with the Account (which may include a link to the information on the NYDIG's website);
3. By electronic or email transmission to your designed email address; and
4. By electronic or email transmission with a hyperlink to then NYDIG's website or other website where the information is posted.

The delivery of information by any of the means described above shall be conclusive if not objected to in writing by you within thirty (30) days after transmission.

YOUR RIGHT TO REVOKE CONSENT. If you determine after your Account has been opened that you do not wish to receive electronic document delivery, please note that MVB Bank will close your Account and, subject to the Account closing procedures found in Documents, will return the remaining balance to you. Your consent to receive and sign electronic Documents will Remain in effect until revoked. You may at any time revoke your consent to receive electronic deliveries by contacting Customer Support at customer_service@833-920-2554cliq.com and including (1) the subject line "Withdraw Electronic Consent", and (2) your name. Your withdrawal of consent will become effective only after we have had a reasonable opportunity to act upon it.

CHANGE OF YOUR DESIGNATED E-MAIL ADDRESS. If you wish to change your designated e-mail address, you must contact us right away to update your e-mail address in our records. You may contact Customer Support at customer_service@833-920-2554cliq.com. Once your request to change your designated e-mail address is approved, your change of designated e-mail address will be effective as of the end of the following Business Day.

COMPUTER AND MOBILE HARDWARE, SOFTWARE AND OTHER REQUIREMENTS. You must have the following listed items and features in order to receive Documents electronically, to print copies of the Documents, and to retain electronic copies of the Documents:

1. A personal computer capable of accessing the Internet and sending and receiving e-mail, or a mobile capable of accessing the Internet and using of the operating system updated to the Current Version
2. A web browser, including but not limited to, Chrome, Microsoft Internet, Mozilla Firefox, or Safari, updated to the Current Version
3. Adobe Acrobat Reader® updated to the Current Version
4. If you wish to print copies of the Documents, a printer capable of printing text screens

We define "Current Version" as a version of the software currently supported by its publisher. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for our use of electronic Communications.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices, notice of these particular requirements will be provided to you.

If the above computer or mobile hardware or software requirements materially change, notice of the new requirements will be provided to you. By continuing to use any your Account after notification has been provided, you affirm your consent to use electronic signatures and records as defined in this E-Sign Consent.

ENFORCEABILITY. Whenever possible each provision of this E-Sign Consent shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this E-Sign Consent shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remainder of such provision or the remaining provisions of this E-Sign Consent.

ADDITIONAL EXAMPLES OF DOCUMENTS:

1. This E-Sign Consent and any amendments;
2. Our Account Terms & Disclosures, other service or user agreements for online access, and all amendments to any of these agreements;
3. All of the periodic account and activity statements, disclosures and notices we provide to you concerning your MVB Accounts;
4. Any notice or disclosure regarding fees or assessments of any kind, including late fees, overdraft fees, over limit fees, and returned item fees;
5. Notices of amendments to any of your agreements with us; and
6. Other disclosures and notices that we are legally required to provide to you, or choose to provide to you in our discretion

SIGNATURE. By electronically signing this E-Sign Consent, you acknowledge reading, understanding and agreeing to all of its provisions.