



## Website Terms and Conditions

[www.carterbank.com](http://www.carterbank.com)

**PLEASE READ THESE WEBSITE TERMS AND CONDITIONS (the "Agreement") CAREFULLY BEFORE ACCESSING OR USING THIS WEBSITE.**

Carter Bank & Trust and/or its affiliated companies (herein referred to as "Carter Bank," "we," "us," and/or "our" - the terms "we," "us," and/or "our" may also refer to contractors and service providers engaged by Carter Bank companies to support their business activities, as the context may require) own, operate or control this Website and the pages thereof (collectively, the "Website") in order to provide information about and/or to deliver products and services offered by Carter Bank companies and for other business purposes.

We require all users and viewers of our Website to agree to the terms of this Agreement as a condition to accessing or using our Website.

**BY ACCESSING THIS WEBSITE YOU ARE INDICATING YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO AGREE TO THE TERMS OF THIS AGREEMENT, YOU SHOULD IMMEDIATELY DISCONTINUE USING AND ACCESSING THIS WEBSITE. WE MAY MODIFY THIS AGREEMENT AT ANY TIME AND FROM TIME TO TIME IN OUR SOLE DISCRETION WITHOUT NOTICE TO YOU. YOU SHOULD PERIODICALLY REVIEW THIS AGREEMENT CAREFULLY IN ORDER TO MAKE SURE THAT YOU ARE AWARE OF THE MOST CURRENT TERMS AND CONDITIONS FOR THE USE OF OUR WEBSITE. ANY USE OR VIEWING OF OUR WEBSITE BY YOU AFTER ANY CHANGE TO THIS AGREEMENT, WHETHER OR NOT YOU HAVE REVIEWED THE AMENDED AGREEMENT, CONSTITUTES YOUR ACCEPTANCE OF THE AGREEMENT AS CHANGED.**

We may discontinue the operation, maintenance or provision of this Website, any pages thereof, and/or any related content, features, products or services or the terms thereof, at any time without notice or liability to you or any third party.

You acknowledge and agree that Carter Bank, our licensors and/or our service providers own all rights to this Website and the content and works of authorship displayed on the Website, including, without limitation, text, software, photos, images, sound recordings and graphics (collectively, the "Site Property"). You are authorized to access, view and use the Site Property only for your own informational, noncommercial purposes or as otherwise expressly permitted pursuant to the terms of this Agreement or pursuant to the express terms of use regarding any specific product or service available through the Website.

Unless otherwise expressly authorized, you may not copy, reproduce, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, commercially exploit or create derivative works from any Site Property in any form. You further agree not to reverse engineer or reverse compile any of our technology, including but not limited to, any Java applets associated with the Site Property.

You further acknowledge and agree that the Carter Bank names and logos and all related product and service names, design marks and slogans, as well as other trade and service marks appearing on the Website (collectively, the "Marks"), are the property of Carter Bank, our licensors and/or our service providers.

You are not authorized to use such Marks without our prior express written consent and/or the prior express written consent of the owner of the applicable Mark. You acknowledge that, except as expressly provided in this agreement, we have granted you no license or rights whatsoever in or to any Site Property or Marks, and we and/or our licensors and service providers retain all rights therein.



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You are responsible for obtaining and maintaining all telephone equipment and services, internet connection services, computer hardware and software and other equipment necessary for you to access and use the Website. We are not responsible or liable to you for any errors or failures resulting from defects in or malfunction of your computer or related equipment or services, nor are we responsible or liable to you for any computer virus or related problems that may be associated with the use of an online system.

**WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR COMPUTER OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

You are responsible for protecting the security of any passwords you use in connection with our Website and the security and integrity of any information you download from our Website.

We take commercially reasonable measures to protect the security of information electronically transmitted to us through the use of customer service information forms integrated into our Website. However, we advise you to exercise caution when sending us email through the internet (for example, to [CustomerService@CarterBank.com](mailto:CustomerService@CarterBank.com) or to another Carter Bank internet email address) as such transmissions may not be secure.

For example, email may be intercepted by a third party or may not be immediately received by the designated person or department. Please do not use email to send us confidential or privileged information (such as account numbers or financial information), information that may need our immediate attention or information we have required you to send us in a signed writing or by other express means. We will not be liable to you for any losses or damages incurred as a result of the interception or unauthorized use by any third party of any information transmitted by you via insecure email or as a result of your use of email for the transmission of, or our failure to respond to email that includes, information that we have required you submit through another express means or medium. Please be aware that when you receive a message acknowledging your email, it means that your email has been routed into the internet and not that the message has been received by us. **You are welcome to contact us directly by telephone during our business hours at 276.632.8000.**

You acknowledge and agree that when you submit any information to us through our Website you are submitting such information to all of the Carter Bank companies collectively and that such information may be disclosed and transferred among such companies and their respective agents and service providers, subject to the provisions of applicable law.

You further agree that we may disclose any information you submit (i) if we have a right or duty to do so, (ii) if we are compelled or permitted by law to do so, (iii) as directed by you, and/or (iv) as necessary to provide you with products or services you have requested. Any information, feedback, questions, concepts, comments, suggestions, ideas or the like which you send to us by or through our Website or at any email address we have provided on our Website will be treated as being non-confidential and nonproprietary as to you, and we will be free to use the same or any information contained therein for any purpose whatsoever (including, without limitation, for the purposes of developing, manufacturing and marketing products and services) without paying any compensation to you, and the same shall be deemed our property upon receipt.



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Nothing herein shall be construed as limiting the responsibilities and obligations as set forth in our Privacy Statement. The terms of this Agreement also are supplemented by our Online Privacy Notice, the terms and conditions of which are incorporated herein by reference. You acknowledge and agree that we may monitor and keep a record of your use of our Website.

You agree not to use our Website for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene or that infringes the rights of others. You also agree that your use of our Website is personal to you and that you will not resell or assign use of our Website or make any unauthorized commercial use of our Website. You agree that we may display advertisements and promotions of all kinds on the Website, and you agree not to disable any technology required or utilized to serve or display such advertising.

Not all products and services described in our Website are available in all geographic areas, and the terms of certain products and services may vary between geographic areas. You may not qualify for certain products and services, and we reserve the right to determine eligibility for any product or service. Products and services described, as well as fees, charges, terms and conditions relating to such products and services, are subject to change without notice. No information on our Website is intended as a legal offer or solicitation for the purchase of any security or financial instrument, product or service, and all products and services are subject to our eligibility and application requirements.

This Website and/or any products, services or information described or provided therein are not intended to be distributed or made available to or used by any person or entity in any jurisdiction, state or country where such distribution, availability or use would violate applicable law.

Securities, insurance products and annuities (i) are not bank deposits or other obligations of, or guaranteed by, Carter Bank or any affiliates; and (ii) are not insured by the FDIC, or any other agency of the United States, or by Carter Bank or any affiliates. There is investment risk associated with securities and certain insurance products and annuities, including the possible loss of value and/or principal.

Carter Bank may not offer an extension of credit or the provision of other services predicated on either (i) the purchase of an insurance product through Carter Bank or any affiliates or (ii) an agreement not to obtain, or a prohibition on obtaining, an insurance product from an entity not affiliated with Carter Bank.

Any links from our Website to any website that is not owned, operated, controlled or maintained by us (a "Third Party Site") are provided strictly for convenience. If you click a link for a Third Party Site, you will leave our Website and enter an external website owned, operated, controlled and/or maintained by a third party that is not affiliated with us and that is solely responsible for its own contractual obligations and financial condition. We (i) do not control nor are we responsible for the content, products and/or services provided by any Third Party Site; (ii) do not endorse or guarantee the products, information or recommendations provided by any Third Party Site; and (iii) are not liable for any failure of the products or services advertised on or provided by any Third Party Site.

The privacy and information-sharing and security policies and procedures of Third Party Sites are distinct from those of Carter Bank, and a Third Party Site may not be as secure as our Website.



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We would like to remind you to be cautious when browsing on the internet and to use good judgment and discretion when making purchases and obtaining or transmitting information. Certain sites accessible on the internet may contain information or material that may be offensive or inappropriate to some people. We make no effort to review the content of these sites. We are not responsible for the validity, legality, copyright compliance or decency of any content contained in these sites.

In addition, we are not responsible or liable for any content that may be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable. We are not responsible or liable for content that infringes or may infringe upon the intellectual property or other rights of another.

Different products, features and services available at or through our Website, and/or different pages or sections of our Website, may be subject to separate terms and conditions in addition to the terms of this Agreement. In the event of a conflict, such separate terms and conditions, will govern and control with respect to the corresponding product, feature, service, page or section. This Agreement is not intended to affect or amend any agreement or contract between you and any Carter Bank company for the provision of a particular financial product or service, and our relationship with you as to such particular financial product or service shall be governed by the written terms of the agreement or contract contemplating such financial product or service. If you should link to or access a separate website maintained by any of the Carter Bank companies, you should review and will be subject to any terms and conditions applicable to the use of that particular website. No Carter Bank company is acting as an advisor or fiduciary in publishing any information available at our Website. You should consult a qualified advisor in the event you should need legal, tax or accounting advice with respect to any specific circumstances.

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF OUR WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.**

**WE MAKE NO REPRESENTATION OR WARRANTY THAT (I) THE WEBSITE WILL MEET YOUR REQUIREMENTS; (II) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (III) THE RESULTS OR INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE, TIMELY, COMPLETE, ADEQUATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS; AND/OR (V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.**

**ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.**



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YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY HARMS, INJURIES OR CLAIMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, RESULTING FROM (I) THE USE OF OR THE INABILITY TO USE THE WEBSITE; (II) THE COST OF OBTAINING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE WEBSITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING OUR WEBSITE; (V) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; AND/OR (VI) ANY OTHER MATTER RELATING TO THE WEBSITE OR YOUR USE THEREOF.

EXCEPT WHEN CAUSED BY OUR INTENTIONAL MISCONDUCT OR WANTONNESS, YOU AGREE TO INDEMNIFY, PROTECT AND FULLY COMPENSATE US AND OUR SERVICE PROVIDERS AND LICENSORS FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF THE WEBSITE, YOUR VIOLATION OF THIS AGREEMENT OR YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY.

YOU AGREE TO ABIDE BY THE REQUIREMENTS OF 29 CFR PART 741, 41 CFR § 60-1.4(A), APPENDIX A TO SUBPART A, 60-300.5(A) AND 60-741.5(A). THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS BASED ON THEIR STATUS AS PROTECTED VETERANS OR INDIVIDUALS WITH DISABILITIES, AND PROHIBIT DISCRIMINATION AGAINST ALL INDIVIDUALS BASED ON THEIR RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, OR NATIONAL ORIGIN. MOREOVER, THESE REGULATIONS REQUIRE THAT COVERED INDIVIDUALS AND ENTITIES TAKE AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT INDIVIDUALS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, NATIONAL ORIGIN, PROTECTED VETERAN STATUS OR DISABILITY.

This Agreement constitutes the current, sole and entire agreement between you and us with respect to the use of our Website, and any and all prior terms of use with respect to the use of our Website are superseded by this Agreement. You acknowledge and agree that no practice or course of dealing between you and any Carter Bank company, nor any oral representations by any Carter Bank representative, which vary the terms and conditions of this Agreement shall constitute a modification or amendment of the terms and conditions of this Agreement. No failure by us to exercise, and no delay by us in exercising, any right or remedy shall operate as a waiver thereof.

If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be deemed automatically reformed to the extent, and only to the extent, necessary to render it valid and enforceable under applicable law; however, if such reformation of the provision is not reasonably possible, the provision shall be deemed severed from this Agreement with respect to the person or circumstances as to which such provision shall be invalid or unenforceable, and the remainder of this Agreement continue in full force and effect to the fullest extent permitted by law.



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This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of laws provisions or your actual state or country of residence, and applicable federal law.

By accessing this Website, you agree that: (1) any claim, dispute, or controversy you may have against us arising out of, relating to, or connected in any way with this Agreement shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association (“AAA”) and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by AAA (“Rules and Procedures”); (2) the claim or dispute must be brought within one (1) year of the first date of the event giving rise to such action and the arbitration shall be held in Martinsville, Virginia, or at such other location as may be mutually agreed upon by you and us; (3) the arbitrator shall apply Virginia law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (4) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims; and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (5) both parties will bear their own costs of representation and filing for the dispute; (6) where possible and allowed for under the AAA Rules and Procedures, we shall be entitled to appear electronically or telephonically for all proceedings; and (7) with the exception of subpart (4) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (4) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor we shall be entitled to arbitrate the dispute. For more information on AAA and its Rules and Procedures, you may visit the AAA website at <http://www.adr.org>. In the event that any portion of this arbitration provision is found to be unenforceable or void, you and we agree to settle any disputes arising out of this Agreement in a State court of competent jurisdiction located in Martinsville, Virginia. You waive and agree not to assert in any action, suit or proceeding that you are not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper.