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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@CarterBankandTrust.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.

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.

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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.

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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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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.

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.