



ONLINE BANKING TERMS AND CONDITIONS

INTRODUCTION

This Agreement ("Agreement") governs your use of the Bank's *Retail / Business Online Banking* services and/or the Bill Payment service ("Services"). Use of these Services is expressly conditioned on your acceptance of this Agreement. By using the Services, you acknowledge that you have read and agree to abide by the terms and conditions of this Agreement. If you decide not to agree to the terms and conditions discussed herein, you may not use the Services.

In addition to this document, in connection with your use of the Services, you may be subject to, and/or required to agree to, various guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post on our Online Banking site or otherwise provide or make available to you from time to time. Furthermore, if you use certain features, products or services available on or through the Services, you will be subject to, and/or required to agree to, separate user agreements, customer agreements or similar agreements governing or relating to such features, products or services. All such guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (collectively referred to as "Additional Agreements") are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any checking, savings or other deposit accounts, loan, line of credit and credit card accounts, investment accounts and any other accounts that you may view, modify or otherwise access while using the Services; fee schedules; our electronic funds transfer agreement and disclosures; our Online Bill Payment Authorization and Agreement; and your signature card.

If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement solely as they apply to these Services, this Agreement controls; provided, that the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by Bank of Botetourt in an Additional Agreement.

This Agreement shall apply regardless of the means by which the Services are accessed, including, but not limited to, through the URL address <http://www.bankofbotetourt.com>, electronic mail, or links from another Web site via a computer, mobile device, or any other means of access.

DEFINITIONS

The following definitions apply in this Agreement:

- **"Authorized Representative"** refers to each person who has an interest in or authority to transact business in such account and, with respect to an entity account, each person listed as an authorized signor on the signature card for such account or other authorized to transact any business with respect to such account;
- **"Online Bill Pay"** is the online service that enables the scheduling and/or receiving of bill payments using a personal computer. It is further governed by the Terms and Conditions of the Bill Payment Service;
- **"Account"** and **"Accounts"** mean the checking, savings or other deposit account(s), loan account(s) and other account(s) that are tied to your Social Security Number, Tax Identification Number or other unique identifier provided to you by the Bank and that are used to conduct transactions through the Services;
- **"Personal Account"** means any asset account established by a natural person primarily for personal, family or household purposes;
- **"Business Account"** means any account this is not a personal account;
- **"Access ID"** is the Bank-generated identification code assigned to you for your connection to the Service;
- **"Password"** is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- **"ISP"** refers to your Internet Service Provider;

- **"Computer"** means any personal computer, computer system mobile device, or any other method of access used to access a Bank site and all related equipment and software;
- **"Business Day"** is every Monday through Friday, excluding Federally observed holidays;
- **"Internal Transfers"** shall mean monetary transfers between your accounts held at the Bank;
- **"External Transfers"** shall mean monetary transfers between your accounts held at the Bank and any other financial institution;
- "Time of day" references are to Eastern Standard Time;
- **"We", "us", "our" or "Bank"** refer to Bank of Botetourt, its subsidiaries and affiliates and all of their respective successors or assigns, which offers the Services and which holds the accounts accessed by the Services;
- **"You" or "your"** refers to the owner of the account or the authorized representative.
- **"Online Banking Site"** refers to the area on the Bank's web site where these Services can be accessed.

DESCRIPTION OF SERVICES

The "Services" shall mean all information, materials, content, communications, features, products, services, methods of conducting transactions and transactions available, offered, made, obtained or otherwise provided or used (as applicable) on or through the Online Banking Site, including, but not limited to, the ability to: (a) transfer funds between certain accounts; (b) make bill payments through our Online Bill Pay service and schedule other payments to certain of your accounts; (c) obtain account balance and certain other account information for various Bank of Botetourt accounts that you may have (including, without limitation, checking, savings or other deposit accounts, loan accounts, credit card accounts and investment accounts); (d) obtain transaction information on certain of your accounts; (e) download certain account transactions to your Computer; (f) update your address; (g) view online statements; (h) view online check images; (i) order statement copies; (j) order check copies; and/or (k) re-order checks for checking account(s) established at Bank of Botetourt. These features are limited to the extent, and subject to the terms, noted herein and in any Additional Agreements that apply to you. The Services shall also be deemed to include any portion of the Online Banking Site and any software used to operate the Services. Subject to all terms hereof, you will gain access to your accounts through the use of your Internet-enabled device, your ISP by using your Access ID and your Password. You may use the Services seven days a week, twenty-four hours a day, except for any scheduled or unscheduled interruptions in the Services for maintenance, security or any other reasons, as further described below.

Certain features, information, types of transactions or other services available while using the Services are only available for certain Bank accounts and may not be available when accessing the Services via mobile devices and/or for all of your Bank accounts.

SECURITY AND CONFIDENTIALITY OF ACCESS INFORMATION

Use of the Services requires a Computer and Internet access connected through an ISP or mobile service provider and a web browser (for example, Firefox or Microsoft Internet Explorer).

To provide the highest degree of confidentiality and to protect the security of your financial information, you must have an Internet browser that supports 128-bit encryption and secure sockets layer version 3.0 or higher. Use of the Services with lower than 128-bit encryption is strictly prohibited. To the extent you are able to access the Services using lower than 128-bit encryption, we specifically disclaim any and all responsibility for losses resulting from your use of such lower encryption. We may change these requirements from time to time.

You agree to keep your Access ID, password, password reminder questions and answers, and any other security or access information (collectively, "Access Information") confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Services. We recommend that you memorize your Access Information and do not write it down. You agree not to give or make available your Access Information to any unauthorized individual.

If you believe the security of your password or any other Access Information has been compromised in any way (for example, your password has been lost or stolen, someone has attempted to use the Services under your Customer Number without your consent, your accounts have been accessed, or someone has transferred money from your account(s) without your permission), you must notify us immediately.

We reserve the right, under certain circumstances, to deny your access to any one or more account(s) or to the Services or any part thereof, or to deny the processing of transactions, in order to maintain or restore security or performance to

the Online Banking Site. We may do so if we reasonably believe your Access Information has been or may be obtained or is being used or may be used by an unauthorized person(s).

ENROLLMENT and ACCOUNT ACCESS

In order to enroll in and use the Services, you will need your 9-digit Social Security or Tax Identification Number. You must also have opened at least one of the following accounts under your Customer Number: a checking, savings, money market, CD, IRA or other deposit account, or an installment loan, line of credit or other loan account, offered by the Bank. Notwithstanding the foregoing, use of Online Bill Pay requires at least one eligible checking account with the Bank.

If you have more than one eligible Bank account, we will automatically "link" your eligible accounts together for purposes of the Services, and all such accounts will appear in your online banking profile on the Online Banking Site.

By enrolling in the Services, you authorize the Bank to process transactions for you as requested by you from time to time, and you authorize us to post transactions to your account(s) as directed. You further authorize the Bank to make automatic recurring payments in such manner as you direct.

Linked Accounts

All "linked" accounts (whether linked automatically or separately by you) will appear in your online banking profile on the Online Banking Site, and you will be able to view at least certain summary information for all such accounts. As set forth above, certain features, information, types of transactions or other services available while using the Services may not be available for all of your linked accounts. If you have a linked joint account or other account that requires two or more signatures to make withdrawals, transfers or transactions, you will not be able to perform certain transactions on such account using the Services. Any non-linked account(s) will not be accessible through the Services.

TRANSFERS

Your ability to transfer funds from certain accounts is limited by federal law. You should refer to the deposit account agreement which governs your deposit account, a copy of which was provided to you at account opening. Transfers made using the Services are included in calculating the permissible number of transfers from certain accounts described in your deposit account agreement.

Except as provided in this Agreement, all Internal Transfer instructions received before 6:00 p.m. Eastern Time on a Business Day will be posted to your account the same day. All Internal Transfer instructions received on or after this time or on a non Business Day will be posted the next Business Day.

We reserve the right to impose a frequency or dollar limit on transfers, or to refuse to make any transfer, between certain accounts. We are obligated to notify you promptly if we decide to refuse to complete your transfer instruction; provided, however, that notification is not required if you attempt to make transfers that are prohibited under this Agreement, any Additional Agreement, other Bank agreements affecting the terms of your account(s), or federal or state laws.

We, or a third party acting as our agent, will use reasonable efforts to timely and properly complete funds transfers and from your designated checking, savings or other deposit account(s) or from your line of credit account(s) (as applicable) according to your properly entered and transmitted instructions. However, neither a third party service provider nor we will be liable in any way for any failure or delay in completing any such transaction:

- If, through no fault of our own or of our agent, you do not have adequate money in a designated checking, savings or other deposit account to complete a transaction from that account, or if that account has been closed; or the transaction would exceed the credit limit on any applicable overdraft line of credit;
- If our payment processing center is not working properly and you know or have been advised by us about the malfunction before you execute your bill payment instructions;

- If you have not properly followed instructions on how to make a funds transfer;
- If withdrawals from any accounts have been prohibited by a court order such as a garnishment or other legal process;
- If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
- If your Computer was not working properly such that it interfered with your attempt to authorize a funds transfer or bill payment;
- If circumstances beyond our or our agent's control prevent making a funds transfer or bill payment. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters, terrorist acts or war.

PAYMENTS

Online payments include (i) payments made through the Services, including, without limitation, any payment that you schedule through our Online Bill Pay service, (ii) payments to certain other Bank accounts, and (iii) payments made in the form of funds transfers to eligible loan or line of credit accounts (which are covered by the "Transfers" section above and any other provisions governing transfers in this Agreement). Please refer to the Terms and Conditions of the Bill Payment Service for additional terms regarding Online Bill Pay.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

You authorize us to disclose to third parties, affiliates, and agents, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:

- To comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant; When necessary to complete any type of transfers and any type of bill payments;
- To provide services relating to your account or to offer other products and services; When we have entered into an agreement to have another party provide the Online Bill Pay service or receive your account information, we will provide the third party with information about your linked checking, savings or other deposit accounts, your Services transactions, and your electronic mail messages in order to carry out your instructions; or
- If you give us your permission.

ELECTRONIC COMMUNICATIONS

You agree that all electronic communications that we receive on the Online Banking Site or otherwise in connection with the Services, such as those directing us to take an action with respect to your account, that match Access Information or other identity information you have provided when enrolling in or using the Services will be deemed valid, authentic and binding obligations. Pursuant to law and regulations, these electronic communications therefore will be given the same legal effect as your written and signed paper communications, shall be considered a "writing" or "in writing" and shall be deemed for all purposes (i) to have been "signed" and (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. You agree that electronic copies of communications are valid and you will not contest the validity or enforceability of such communications or any related transactions, absent proof of altered data or tampering, under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby, and such copies shall be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form.

You agree (to the maximum extent permitted by law) to hold harmless the Bank and protect and indemnify the Bank from and against any and all claims, losses, liability, damages and/or demands (including, without limitation, reasonable

attorneys' fees and court costs) of any kind, direct or indirect, arising out of or in any way connected with any Services rendered by the Bank pursuant to or in accordance with any and all electronic communications for which we have attempted to verify your identity as set forth above.

E-mail: Secure Messages

By enrolling in Online Banking you agree that as a condition of using the Services you consent to receiving all transactional e-mail communications from the Bank which are directly related to your use of the Services or to your account(s) and to any disclosures that may result from the Bank sending account communications to you via the e-mail address you provide. For more information about our privacy and information-sharing practices, please visit our website at <https://www.bankofbotetourt.com>. **BECAUSE E-MAIL IS NOT A SECURE METHOD OF COMMUNICATION OVER THE INTERNET, WE RECOMMEND YOU DO NOT SEND CONFIDENTIAL INFORMATION BY E-MAIL. PLEASE BE AWARE YOU CANNOT USE E-MAIL TO INITIATE TRANSACTIONS ON YOUR ACCOUNT(S).** Instead, we recommend all communication be sent via secure messaging, available through the "Messages and eAlerts" section of the Online Banking Site.

eAlerts

Online Banking offers automated electronic alerts. These alerts are sent to your primary e-mail address automatically regarding your accounts as defined by you. You will be asked to select from contact options when you sign up for the alert. You are responsible for notifying us of any changes to your e-mail, mobile device, and/or other contact method to which alerts are sent. To stop receiving any optional alerts, log into Online Banking and delete any alerts no longer needed.

Your full account number will not be included in any alert. However, alerts may contain our name and information about your accounts. Depending upon the alert, information pertaining to loan and checking account balances, checks written, or insufficient funds may be included. Anyone with access to your e-mail, mobile device(s), and contact method may be able to access the contents of the alerts. It is your responsibility to secure these devices, protect your user name(s) and password(s), and provide timely information about contact information changes in order to protect the confidentiality of this information. You consent to any disclosures by the Bank which may occur if you do not take appropriate steps to prevent access to your information by unauthorized persons.

We endeavor to provide alerts in a timely manner with accurate information. However, we do not guarantee the delivery or accuracy of the contents of any alert. Alert balances will not reflect pending transactions and deposits may not be available for immediate withdrawal. If you require additional details about a transaction, you may log in to Online Banking or visit the contact us section of our website. You agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

SCHEDULE OF FEES

Except as provided herein, we do not at this time charge any enrollment fees, recurring usage fees or any other fees for your use of the Services (including, without limitation, viewing your account information, transferring funds and making bill payments). However, we do charge fees in certain limited circumstances that may arise in connection with your use of the Services (including, without limitation, if you request a stop payment or order a print copy of a check or statement), as further set forth in the Bank's Fee Schedule, available at any Bank location, via an e-mail request or by visiting <https://www.bankofbotetourt.com>. In addition to such fees set forth in such Fee Schedule, you shall be subject to all fees, charges, penalties, balance requirements, and other restrictions explained in your account agreements or other Additional Agreements.

Notwithstanding the foregoing, fees are subject to change, and we may impose additional charges, penalties or fees in connection with your use of the Services at any time, subject to the terms hereof. You agree to promptly pay all fees and charges for services provided through the Services, and you authorize us to automatically deduct all applicable charges and fees from your designated Account(s) or any other eligible account. You further agree to be responsible for any telephone charges and/or Internet service fees you incur in accessing your account(s) through the Services.

CHANGES IN SERVICES; INTERRUPTIONS IN SERVICE

We may, from time to time and at any time, revise, update, discontinue or otherwise modify, temporarily or permanently, the Services or any part thereof (including, without limitation, the Online Banking Site, this Agreement, the scope of the Services, and any materials related to the Services), or your access thereto. We will attempt to provide prior notice of any such material changes (by posting a notice of such changes on the Online Banking Site when you log in, and/or sending a notice to you at the address shown on our records or sending you a secure message), but cannot guarantee that such notice will be provided.

Notwithstanding the foregoing, whenever reasonably practicable, we will attempt to post or send such notice at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions; provided, that we cannot guarantee that we will provide such notice by such time; and provided further, that we reserve the right to make any such changes effective immediately if necessary to maintain the security of the system or to comply with any laws or regulations. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change.

Changes to the Services may render prior versions of the Services obsolete. Without limiting the foregoing, we reserve the right to terminate this Agreement as to all prior versions of the Services and/or related materials and limit access to our more recent versions and updates.

You may choose to accept or decline changes by closing, continuing or discontinuing use of the Services to which these changes relate. Your use of the Services after we make any changes will constitute your agreement to such changes. We also reserve the option, in our sole business judgment, to waive, reduce or reverse charges or fees in individual situations.

We may, from time to time perform maintenance upon the Services or experience hardware, software or other problems related to the Services, resulting in interrupted service, delays or errors in the Services. We will attempt to provide prior notice of such interruptions, delays or errors but cannot guarantee that such notice will be provided.

STATEMENTS

Statement of Record

If you receive paper and electronic statements, any account information provided by the Services is not the statement of record. The periodic statement that is mailed to you will be the statement of record. If you have chosen to stop receiving paper statements, the periodic statement provided to you electronically will be the statement of record. In any case, you are responsible for reviewing any statement and other account communications sent to you by postal mail. Any mailed statement and other account communications will continue to contain important information about your account(s), regardless of whether you access your account(s) through the Services or whether you have chosen to receive your statement electronically.

Online Statements

By electing to receive your account statement(s) online, you are consenting to receive from us by electronic means only, your monthly statement for your specified deposit account **and/or loan account** and other disclosures related to this service such as your annual privacy notice. While enrolled for online statements, you will no longer typically receive paper statements in the mail. However, you may be sent paper statements or other documents that contain important information about your account. You should continue to review any correspondence that we mail to you.

When your online statement is available, an e-mail notification will be sent to the e-mail address that we have on file. It is your responsibility to update any changes in your e-mail address in the Options section of our Online Banking Site. If you do not receive an e-mail and believe you should have, please visit our Web site to view your statement and verify your e-mail address. We encourage you to retain a copy of any records you would like to keep.

TERM AND TERMINATION

This Agreement will become effective immediately upon enrolling in the Services and shall remain in full force and effect until termination in accordance with the following provisions.

If you wish to terminate your ability to use these Services as a whole (it being understood that your termination of Online Bill Pay will not terminate your ability to access and use any other part of the Services, but your termination of the Services will automatically terminate your ability to access and use Online Bill Pay), please notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). You may notify the Bank by one of the following methods:

- By sending an e-mail to operations@bankofbotetourt.com.
- By calling 540-591-5000
- By writing a letter and either delivering it to any of any branch office or mailing it to the following address:

Attention: Online Banking Department
Bank of Botetourt
P O Box 339
Buchanan, VA 24066

Upon termination of Online Bill Pay or the Services as a whole, we will endeavor to cancel any applicable account transactions you have previously authorized, provided that we make no guarantee that we will be able to do so. You will be solely responsible for any fees that apply to any such cancellation. Any payment(s) or other transactions that we are not able to cancel or that have already been processed before the requested termination date will be completed. Notwithstanding the foregoing, all Scheduled Payments, including without limitation recurring payments, must be voided prior to cancellation of the Online Bill Pay service. Termination shall not affect your liability or obligations under this Agreement for any transactions initiated prior to termination.

We reserve the right to terminate this Agreement and your access to the Services, in whole or in part, at any time and for any reason. Without limiting the foregoing, if you do not access the Services and there has been no activity on any of your accounts through the Services (such as an automatic bill payment) for any consecutive 120-day period, and there is no such activity pending as of the end of such 120-day period, we reserve the right to terminate your access to the Services. If any of your checking, savings or other deposit accounts is closed due to insufficient funds or any other reason, such account will no longer appear in your online banking profile. If any other account is closed for any reason, such account may no longer appear in your online banking profile.

YOUR RESPONSIBILITIES and LIABILITIES

It is your sole responsibility to ensure that the contact information in your online banking user profile is current and accurate. This contact information includes, but is not limited to, name, address, phone numbers, e-mail addresses, and account numbers. Changes can be made either via a secure message within our Online Banking Site or by calling any Bank office. We are not responsible for any payment processing errors or fees incurred by you if you do not provide accurate account or contact information.

Unauthorized Transactions

You will be sent periodic statements for your account(s) with the regularity provided for in your account agreement(s). Your role is extremely important in the prevention of any wrongful use of your account(s). You must carefully examine your statement upon receipt.

Tell us AT ONCE if you believe that an unauthorized transaction has been or may be conducted from your account(s); if you believe another person has improperly obtained your online password(s) or has transferred or may transfer money from your account(s) without authorization; or you suspect fraudulent activity on your account(s).

Telephoning us right away at (540) 591-5010 or (866) 420-2265 will help you reduce possible losses. Without timely notification, you could lose all the money in your designated checking, savings or other deposit accounts plus the maximum amount of credit available from your revolving line of credit account if it is used as overdraft protection.

To the extent a transaction is an electronic fund transfer from a Personal Account, please refer to your Electronic Funds Transfer Disclosure you received at account opening. It can also be found on our website <https://www.bankofbotetourt.com>.

GENERAL TERMS AND CONDITIONS

Assignment

You may not assign this Agreement or your rights to the Services to any other party. We may assign this Agreement to our parent corporation or to any now-existing or future direct or indirect subsidiary of our parent corporation, or to any existing or future direct or indirect subsidiary of The Bank, or to any of our existent or future affiliates. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties

Liability for Loss or Erroneous Data

Without limiting any other provision hereof, you will bear the sole liability and risk of any error or loss of data, information, transactions or other losses which may be due to the failure of your Computer or third party communications providers on which you may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your Computer.

Harm to Computer Systems/Data

You agree that we shall have no liability of any kind for viruses, worms, Trojan horses, or other similar harmful components that may enter your Computer by downloading information, software, or other materials from the Online Banking Site or any other Bank site.

No Waiver

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Limitation of Liability: Disclaimers

Except as otherwise expressly provided herein, your use of the Services is at your own risk. None of the entities comprising the Bank, nor any of their respective officers, directors or employees, nor any other party involved in creating, producing, or delivering the Services is liable for any direct, incidental, consequential, indirect, punitive, or other damages of any kind arising out of your access to or use of the Services, or the inability to access or use the Services, whether caused by the Bank or such other parties, online service providers, any agent or subcontractor of any of the foregoing or any other party.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WHILE THE BANK MAKES EVERY EFFORT TO PROVIDE ACCURATE INFORMATION IN CONNECTION WITH THE SERVICES, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE BANK MAKES NO WARRANTY THAT (i) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, or (ii) ANY INFORMATION CONTAINED ON, RESULTS THAT MAY BE OBTAINED FROM THE USE OF, OR OTHER ASPECT OF THE SERVICES WILL BE ACCURATE, CURRENT, COMPLETE OR RELIABLE.

Nothing contained in the Services is intended to provide legal, accounting, tax or financial advice. You should consult your own professional advisor on such matters. Information about products and services which you do not already have with The Bank is provided for informational purposes only and should not be considered as an offer to make those products and services available to you.

Severability

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

Collection Expenses

If we have to file a lawsuit to collect whatever you owe us, you will pay our reasonable expenses, including attorneys' fees and court costs.

Governing Law

This Agreement is governed by and interpreted in accordance with all applicable federal laws and regulations and, as this Agreement applies to each individual account that you may access using the Services, by the laws of the State of Virginia.

Confirmation code: 3927