

Site Terms

Acceptance

These Site Terms apply to your use of this Site. By visiting or using this Site, you accept these terms. You should review these Site Terms regularly as they may change from time to time. Continued use of this Site by you will constitute your acceptance of any revisions to these Site Terms. In the event of a conflict with any other agreement between you and SEATRUST MORTGAGE, that other agreement shall control.

Definitions

“Documents” means transaction documents, legally required information, bills, account statements, correspondence, and any other communications sent to you by or on behalf of SEATRUST MORTGAGE. “Site” means Seatrust Mortgage.com and other Internet sites operated by SEATRUST MORTGAGE. “SEATRUST MORTGAGE” or “us” or “our” refers to SEATRUST MORTGAGE, and its subsidiary company, Community First Bank, as appropriate. “You” or “your” means the user of this Site.

Disclosures

You accept delivery of the following disclosures that relate to information at this Site.

- **Suggestions:** Suggestions and offers on this Site are not recommendations and may not be appropriate for all users, even where the Site indicates that users like you have purchased the product.
- **PATRIOT Act:** Federal law requires SEATRUST MORTGAGE to obtain, and in certain other circumstances, verify and record your name, address, date of birth and other information that will allow us to identify you when you open an account and in certain other circumstances.
- **Tax/Legal Advice:** This Site is not intended to provide legal or tax advice. Consult a professional legal or tax advisor for specific advice regarding your situation.

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Governing Law: Use of this Site shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to any principles of conflicts of laws. The Uniform Computer Information Transactions Act or any substantially similar law, if enacted, will not govern any aspect of these Site Terms or your access to this Site.

Jurisdiction and Venue: Any dispute concerning this Site shall be subject to the exclusive venue of a court of competent jurisdiction in New Hanover County, the State of North Carolina. You consent to the jurisdiction of such courts and agree to accept service of process issued by such courts.

Severability: If any provision of these Site Terms and Condition is unlawful, void or unenforceable, the remaining provisions shall remain valid and in effect to the fullest extent possible.

Changes to this Site: SEATRUST MORTGAGE may discontinue or modify this Site at any time without prior notice to you, and you accept those modifications if you continue to use the Site.

Waivers: Any waiver of any provision of these Site Terms will be effective only if in writing and signed by an authorized representative of SEATRUST MORTGAGE. Any delay or omission by SEATRUST MORTGAGE to exercise any rights under these Site Terms shall not be construed to waive any rights.

Survival: Certain provisions of this agreement by their nature shall continue in full force and effect after termination, including the Disclaimer of Warranties and Limitation of Liability, and Jurisdiction/Enforceability.

Security

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer as further described in the Privacy Policy. You agree to notify us promptly of any unauthorized use of your password or breach of security. If you are under age 13, you may only use this Site with the permission of a parent or guardian. {Note: if we intend for children to use our site, then COPPA will apply, and certain disclosures are required.}

SEATRUST MORTGAGE may block or terminate access to this Site without prior notice if we believe your online ID, password, or PIN are being used by someone other than you, if any unauthorized access to your personal information has occurred or may occur, if you cause a financial loss to SEATRUST MORTGAGE, if you make a fraudulent claim with SEATRUST MORTGAGE, or if SEATRUST MORTGAGE determines you pose an unreasonable risk or for any other reason. SEATRUST MORTGAGE may notify you that your access is terminated by providing notice to the address, phone number or email address in our records.

Delegated Access

If you authorize another person to access this Site on your behalf, we may grant that person Site access to view and transact business in your accounts until you notify us that you have revoked their access. If you grant a General Power of Attorney, we may grant Site access to the attorney-in-fact to view your accounts and conduct transactions on your behalf at this Site. You are responsible for the actions of your agent or attorney-in-fact while accessing or transacting on your behalf on this Site. If you access this site on behalf of another person, you represent and warrant that the authorization or Power of Attorney is currently in force and authorizes the activity you conduct at this Site.

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