

Terms Of Use

1

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Scope

These Terms and Conditions govern Your use of the Web site. These Terms and Conditions, however, do not apply to Richfield Living products or services, which are the subject of separate agreements.

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Terms Of Use

2

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Terms Of Use

3

Miscellaneous

Headings

The headings of sections of these Terms and Conditions are for ease of reference only and shall not be admissible in any action to alter, modify or interpret the contents of any section hereof.

Governing Law and Jurisdiction

The validity and effect of these Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of the State of Virginia, without regard to its conflicts of laws principles. The parties expressly disclaim application of the United Nations Convention on Contracts for the International Sale of Goods. ANY SUIT, ACTION OR PROCEEDING CONCERNING THE WEB SITE, ITS USE, THESE TERMS AND CONDITIONS, OR CONCERNING ANY OTHER POLICY OR PROCEDURE OF THE COMPANY REGARDING USE OF THE WEBSITE, MUST BE BROUGHT IN A STATE OR FEDERAL COURT LOCATED IN ROANOKE COUNTY, VIRGINIA, AND YOU HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH YOU MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Entire Agreement: Amendments

These Terms and Conditions, together with the Acceptable Use Policy and the Privacy Policy, supersede any prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and these Terms and Conditions, together with the Acceptable Use Policy and the Privacy Policy, constitute the sole and entire agreement between the parties with respect to the matters covered hereby.

Severability

The provisions of these Terms and Conditions may be exercised and are applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render these Terms and Conditions illegal, invalid or unenforceable. If any provision or portion of any provision of these Terms and Conditions are held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall apply with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

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No failure or delay on the part of Richfield Living to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by Richfield Living preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by Richfield Living to any breach of or default in any of these Terms and Conditions shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.