

TERMS OF USE POLICY FOR CARTERS PROFESSIONAL CORPORATION

Last Updated April 2021

1.01 YOUR ACCEPTANCE OF THIS AGREEMENT

This is an Agreement between you and Carters Professional Corporation ("Carters"), and governs your use of the Carters websites (*e.g.*, carters.ca, charitylaw.ca, churchlaw.ca and antiterrorism.ca) and their content (collectively the "Website"). Each time you access, browse, download any portion of or otherwise use the Website you signify your acceptance and agreement, and the acceptance and agreement of any person you purport to represent (and for purposes of this Agreement, "person" includes natural persons and any type of incorporated or unincorporated entity), without limitation or qualification, to be bound by this Agreement, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and any person you purport to represent.

1.02 NO LAWYER-CLIENT RELATIONSHIP

No lawyer-client, advisory, or fiduciary relationship is created by this Agreement or your use of the Website or your communication with a Carters professional by e-mail or through the Website.

1.03 NO PROFESSIONAL ADVICE

The Website is for convenience and informational purposes only. The Website is not intended to be a comprehensive or detailed statement concerning the matters addressed; legal or any other kind of advice; or an offer to sell or buy any product or service. You should seek appropriate, qualified professional advice before acting or omitting to act based upon any information provided on or through the Website.

The Website may not be used to request legal advice or to transmit to Carters any confidential information. Information transmitted to Carters through the Website may not be secure, may not be treated as confidential or protected by lawyer-client privilege, and does not create any relationship

or duty of any kind. You should not send confidential or sensitive information by the Internet or e-mail unless you take appropriate precautions, such as the use of encryption.

1.04 PERMITTED USERS AND ACCESS

The Website may be used only by persons who have reached the age of majority in the Province of Ontario and can form legally binding contracts under applicable law. The Website may not be used by persons in jurisdictions where access to or use of the Website or any part of it may be illegal or prohibited.

1.05 DISCLAIMER AND LIABILITY EXCLUSION

CARTERS DOES NOT ACCEPT ANY LIABILITY FOR YOUR USE OF THE WEBSITE. YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, DURABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS, ALL OF WHICH ARE HEREBY DISCLAIMED BY CARTERS TO THE FULLEST EXTENT PERMITTED BY LAW. CARTERS WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO THE USE OF THE WEBSITE BY YOU OR ANY OTHER PERSON.

1.06 PERSONAL INFORMATION PRIVACY

Carters collects, uses and discloses your personal information in accordance with the [Carters Privacy Policy](#). By accepting this Agreement, and each time you use the Website, you consent to Carters' collection, use and disclosure of your personal information in accordance with the Carters Privacy Policy as amended from time to time without any further notice or any liability to you or any other person.

1.07 OWNERSHIP AND PERMITTED USE OF THE WEBSITE

Copyright © 2021 Carters Professional Corporation. All rights reserved. The Website, including but not limited to all of its content, photos, trademarks, and the underlying computer code (collectively “Content”), is the property of Carters, and is protected by Canadian and international copyright, trademark, and other laws. Your use of the Content does not transfer to you any ownership or other rights in the Website or Content.

Subject to the terms and conditions of this Agreement, you are granted a limited, fully revocable, non-transferable and non-exclusive license to access, view, and use the Website and its Content for your lawful, personal, educational, and non-commercial use only. You may print or download single copies of portions of the Content for your personal, educational, and non-commercial use provided that you do not modify any part of such Content and you do not remove or alter any visible or non-visible copyright or trademark notices or disclaimers. You may not use, print, download or copy the Website or Content for any other purpose or in any other way. In particular, the Website and its Content may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without the express prior written consent of Carters.

1.08 TRADEMARK INFORMATION

The trademarks and trade names appearing on the Website, including but not limited to “Carters”, “Carters Professional Corporation”, “Church & Charity Law Seminar”, “Charity & Not-for-Profit Law Seminar” and “Integrated Practice Proactive Advice” are owned by Carters. Other trademarks and trade names appearing on the Website may be owned by third parties and used with authorization from their respective owners. Any use of the trademarks, trade names or variations thereof is strictly prohibited. Nothing appearing on the Website or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any trademarks or trade names.

1.09 OTHER SITES

For your convenience, the Website may include links to other Internet sites or resources and businesses operated by other persons (collectively "Other Sites"). Other Sites are independent from Carters, and Carters has no responsibility or liability for or control over Other Sites, their business,

goods, services, or content. Your use of Other Sites and your dealings with the owners or operators of Other Sites is at your own risk.

1.10 NO FRAMING, MIRRORING, SCRAPING, DATA-MINING AND POSTINGS

You may provide a link (but not a framed link) to this site from any other Website, but not (save with our prior written agreement) in any way which creates the impression that we are associated with or have approved such other site. If you choose to link to the Website, you must acknowledge the source (a clearly-visible adjacent link to www.carters.ca is sufficient attribution).

Apart from this, you may not reproduce or store any part of the Website on any other website without our prior consent. To request permission or consent, please contact Carters at admin@carters.ca.

1.11 TERMINATION OF THIS AGREEMENT AND THE WEBSITE

If you breach any provision of this Agreement, you may no longer use the Website. Carters may, at any time and for any reason and in its sole discretion, change, suspend or terminate, temporarily or permanently, the Website or any part of it, or your permission to use the Website, without any prior notice or liability to you or any other person. If this Agreement or your permission to use the Website is terminated by you or Carters for any reason, then: (a) this Agreement will nevertheless continue to apply and be binding upon you in respect of your prior use of the Website; and (b) Carters may continue to use and disclose your personal information in accordance with the [Carters Privacy Policy](#) as amended from time to time.

1.12 GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement, your use of the Website, and all related matters are governed solely by the laws of the Province of Ontario, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. Any dispute between Carters and you or any other person arising from, connected with or relating to the Website, this Agreement or any related matters must be resolved before the Courts of the Province of Ontario sitting in the Town of Orangeville, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those Courts in respect of any such dispute or matter. Any claim or cause of action you may have arising from, connected with, or relating to your use of the Website, this Agreement, or any related matters must be commenced in a court of

competent jurisdiction in the Province of Ontario within six (6) months after the claim or cause of action arises, after which time the claim or cause of action is forever barred.

1.13 CHANGES TO THIS AGREEMENT

Carters may, from time to time, in its sole discretion, for any reason, and without any prior notice or liability to you or any other person, change, supplement or amend this Agreement and your continued access to or use of the Website after such changes indicates your acceptance of this Agreement as modified. It is your responsibility to review this Agreement regularly. You may not change, supplement, or amend this Agreement in any manner.

1.14 OTHER MATTERS

This Agreement, including any changes made to this Agreement from time to time, constitutes the entire agreement between you and Carters relating to your use of the Website, and supersedes all previous agreements, written, oral or otherwise, between you and Carters with respect to your use of the Website.

If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of this Agreement and shall not affect the validity and enforceability of any remaining provisions.

The provisions of this Agreement will ensure to the benefit of and be binding upon each of Carters and its successors and assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns, and personal representatives. You may not assign this Agreement or your rights and obligations under this Agreement without the express prior written consent of Carters which may be withheld in Carters' sole discretion. Carters may assign this Agreement and its rights and obligations under this Agreement without your consent.

No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.