

Disclaimer

PRIVACY POLICY

This privacy statement discloses the privacy practices for Charlotte Products Ltd. for our online activities and offline business practices. Charlotte Products Ltd. is committed to the use of fair information practices, as set out below.

INFORMATION COLLECTION AND USE

Charlotte Products Ltd. will collect information from our customers and site visitors at several different points on the web site or in email, written or telephone conversions, warranty registrations, surveys, promotions or otherwise in order to allow our customers to best enjoy the site features and to further our ongoing commercial relationship. Charlotte Products Ltd. is the sole owner of the information collected, and without your consent we will not sell or share this information to any third parties in any manner that is different from what is disclosed in this statement.

Personal information in this policy means information about an identifiable individual as that term is defined in applicable Canadian federal, provincial or territorial privacy legislation in effect from time to time. As a general rule, Canadian privacy legislation does not consider personal information which is business-related information - such as the information which is shown on a person's business card - to be personal information. Likewise, non-identifiable personal information – which means information about an individual where the personal identifiers have been removed, so that it is impossible to determine the identity of the person to whom the information relates - is not considered to be personal information.

Personal information does not include information which is part of the public domain at the time Charlotte learns of such information or the information becomes part of the public domain after Charlotte learns of it.

INQUIRIES AND REQUESTS*

In order to obtain a price quote, a site visitor must contact any one of locations. Site visitors are required to give their contact information (such as name, address, telephone number and e-mail address). This information is used to contact the user and provide information or services that they have requested. If applying for financing then financial information may also be required so that Charlotte Products Ltd. can review and pre-qualify the site visitor for financing if they are interested. All personal information obtained via the request forms is kept confidential.

This information will be utilized by Charlotte Products Ltd. to provide services to you, to provide details of how you may better utilize the site services which you have selected to receive, and to provide information regarding other products or services which we can offer. Your provision of information will provide authorization for the usage and provision of that information (excluding always any financial or credit card or other like information*): (i) to third parties to allow them to contact you for other

marketing or commercial purposes; and (ii) for the use of the site, our agents, or other third party organizations for other marketing or commercial purposes.

ONLINE TRANSACTION ORDERS*

Information is requested from the site visitor on the online order form. Here site visitor must create a confidential login profile, and provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill customer's orders. If Charlotte Products Ltd. has trouble processing an order, this contact information is used to get in touch with the customer.

CHILDREN

Children under the age of 18 are not permitted to use our services and we make every reasonable effort to ensure this. The site will never knowingly or intentionally collect any personal information about children under the age of 13. If the site obtains actual knowledge that it has collected personal information about a child under the age of 13, that information will be immediately deleted from the database. Because it does not knowingly or intentionally collect such information, to the best of the site's knowledge and belief, it has no such information to use or to disclose to a third party.

EMAIL: To enhance your experience as a customer, we may send out notifications, newsletters and site announcements, and from time to time third party offers from companies that we feel may have something that will benefit you. Our site provides you with the opportunity to opt-out of receiving different types of communications (except system communications, or communications required for account maintenance, or for consummation of services or product ordered, which are mandatory).

CONTACT OPT OUT

You may choose to provide our site with your email address, personal information, or any other information for the purposes of opting-out of receiving email solicitations in respect of the site. Such use and disclosure shall be carried out in order to allow compliance with our internal and site policies, and to take all steps we deem necessary in order to ensure compliance with the CAN-SPAM Act of 2003 (for United States customers) or other like or comparable legislation applicable to Canada. As such, and without limiting the foregoing, email addresses or any other information you provide may be compiled into a suppression list or other database, and may be provided to third party publishers, advertisers or otherwise for the purposes "scrubbing" their own lists to ensure such third parties do not provide email solicitations in respect of the site to opted out persons. However, the site shall not be responsible for the consequences of any release, use or abuse of the information which has been provided in good faith to the third party in furtherance of the effecting the opt-out requests, whether such release, use or abuse by that third party was in breach of any confidentiality agreements or otherwise.

COOKIES

A cookie is a piece of data stored on the user's hard drive containing information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on our site. If site visitor rejects the cookie, they may still use the site, but the user will be limited in some areas of our site. For

example, the user may not be able to use shopping functions on the site. Cookies can also enable us to track and target the interests of our users to enhance the experience on the site.

LOG FILES

We use IP addresses, cookies, gifs and other tracking methods to analyze trends, avoid fraudulent or abusive activities, administer the site, track user's movement, and gather broad demographic and geographic information for aggregate use. We may store demographic information, along with the visitor's email address, in a database (i) for the purpose for which the information was originally provided by a visitor, (ii) to pre-populate information fields in the event a site visitor wishes to sign up for and/or subscribe to services, promotions or offers in the future, (iii) to ensure that a site visitor will not be repeatedly exposed to the same ads, offers and promotions while visiting the site, and (iv) to, in connection with regular communication with a site visitor, include offers, promotions or advertisements historically, or likely to be, of interest to that site visitor.

SHARING*

We may share demographic information with our partners and advertisers. This is generally not linked to any personal information that can identify any individual person. However, Charlotte Products Ltd. may send e-mails or mail about special site offers or other offers or information that may be of interest to the user based on the information we collect.

We also may disclose your personal information or financial information to third party agents providing or assisting in our provision of services or products, and to our subsidiary and parent companies and businesses, and other affiliated legal entities and businesses with whom we are under common corporate control. Whenever personal information or financial information is disclosed under this paragraph, we may also disclose your information, on a non-anonymous basis. All of our parent, subsidiary and affiliated legal entities that receive your personal information, financial information, or non-anonymous demographic information from us will agree to comply with the terms of this privacy policy with respect to their use and disclosure of such information.

To operate the site, including processing your transactions and supporting your activities on the site, we may share your personal information with our agents, representatives, contractors and service providers so they can provide us with support services such as authorization of credit card transactions, email origination, receipt or support services, customer relationship management services, order fulfillment, advertisements, sweepstakes and promotional fulfillment. By purchasing, or registering or making reservations for, products or services offered or sponsored by third parties on the site, or electing to receive communications (such as emails or subscriptions) or electing to participate in contests, sweepstakes or other programs (such as discount or rewards programs), offered or sponsored by third parties on the site, you consent to our providing your personal information to those third parties. Those third parties may use your personal information in accordance with their own privacy policies. You will need to contact those third parties to instruct them directly regarding your preferences for the use of your personal information by them. Additionally, you agree that we may use and disclose all such information so submitted to such third parties in the same manner in which we are entitled to use and disclose any other information you submit to us.

For instance, Charlotte Products Ltd. uses an outside company (such as UPS, USPS, Fed Ex. etc.) to ship orders, and a credit card processing company to bill users for goods and services. These companies do not to our knowledge, retain, share, store or use personally identifiable information for any secondary purposes.

LINKS*

Charlotte Products Ltd. may have links to other websites on our site. Some of these other websites contain our brand names and trademarks and other intellectual property that we own; others do not. When you click on these links and visit these other websites, regardless of whether or not they contain our brand names, trademarks and other intellectual property, you need to be aware that we do not control these other websites or these other websites' business practices, and that this privacy policy does not apply to these other websites. Consequently, the operators of these other websites may collect different kinds of information about you, and may use and disclose that information in different ways than we would if it were collected on the site. We encourage you to review their privacy policies and remind you that we will not be responsible for their actions.

In some cases, we may enter into a promotional relationship with another company in which we prominently display their brand name or trademarks on pages of the site. These pages are known as "Co-Branded Pages" and these companies are known as "Co-Branded Companies." If the page on which you submit information is a Co-Branded Page, or was accessed by clicking on a link on a Co-Branded Page, then we may share your personal information with the associated Co-Branded Company. Co-Branded Companies may use your personal information in accordance with their own privacy policies. You will need to contact Co-Branded Companies to instruct them directly regarding your preferences for the use of your personal information by them. Additionally, you agree that we may use and disclose all such information so submitted to such Co-Branded Companies in the same manner in which we are entitled to use and disclose any other information you submit to us. Some Co-Branded Pages may use cookies (see above) or may contain an action tag that a third party may use to read cookies that it, or its clients, may have placed on your browser at other web sites before your visit to the Site. Further, such third parties may use the information collected through this technology to learn more about your visits to this site and other websites in order to provide advertisements about goods and services of interest to you.

By purchasing, or registering or making reservations for, products or services of third parties offered on the site, or by participating in programs offered on the site that are administered by third parties and that require you to submit financial information in order to use them, you also consent to our providing your financial information to those third parties. Additionally, if the page on which you submit information is a Co-Branded Page, or was accessed by clicking on a link on a Co-Branded Page, then we may share your information with the associated Co-Branded Company. Any of these various third parties may be authorized to use your information in accordance with our contractual arrangements with such third parties and in accordance with their own privacy policies, over which we have no control, and you agree that we are not responsible or liable for any of their actions or omissions. Additionally, you agree that we may use and disclose all such information so submitted to such third parties in the same manner in which we are entitled to use and disclose any other information that you submit to us.

Any third party with whom we are allowed to share your personal information is authorized to use your personal information in accordance with our contractual arrangements with such third parties and in accordance with their own privacy policies, over which we have no control, and you agree that we are

not responsible or liable for any of their actions or omissions. Those who contact you will need to be instructed directly by you regarding your preferences for the use of your personal information by them.

SURVEY AND CONTESTS

From time to time, our site requests information from users via surveys or may offer contests. Participation in these surveys or contests is completely voluntary and the user therefore has a choice whether or not to disclose this information. Information requested may include contact information (such as name and shipping address) and demographic information (such as postal code and age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

BUSINESS TRANSACTIONS*

As we continue to develop our business, we may at some future date become involved in a transaction in which one of our business units may be acquired or considered for acquisition by a third party. In such circumstances, your personal information would be transferred and/or could be the subject of due diligence investigations by the third party. In the event that Charlotte Products Ltd. goes through a business transition, such as a merger, being acquired by another company, selling all or a portion of its assets, or enters bankruptcy, members' personal information will, in most instances, be part of the operations or assets transferred. You agree that we or our successors may do so without your further express consent, and you agree that the successor may continue to possess and use the information conveyed in accordance with the terms of this policy. If as a result of the business transition, the members' personally identifiable information will be used in a manner different from that stated at the time of collection members will be given choice consistent with our "Notification of Changes" section below.

NOTIFICATION OF CHANGES

If we decide to change our privacy policy, we will post those changes here so our users are always aware of what information we collect, how we use it, and under circumstances, if any, we disclose it. As such, please review this privacy policy periodically as we may modify it from time to time. If our information practices change at some time in the future, we will notify all registered users of any change to this privacy policy either by posting a notification on the site or via email, unless you have opted-out of receiving email from us, and provide you with the ability to opt out of these new uses. If you are concerned about how your information is used, you should check back at our site periodically. Continued use of the site after changes are posted or emailed constitutes your acceptance or deemed acceptance of the terms as modified, regardless of whether the notice or email was successfully received, read, or lost during transmission. Each time you visit the site or provide us with information, by doing so you are accepting the practices described in this privacy policy at that time.

SECURITY

We have several different safeguards to protect your information, which include physical, technical (such as firewalls and industry-standard SSL encryption to protect data transmissions), and procedural methods. All of these comply with statutory and responsible business practices.

All of our users' information, not just the sensitive information mentioned above, has restricted access at Charlotte Products Ltd.. Only employees who need the information to perform a specific job (for example, order clerk, sales representative, or a customer service representative) are granted access to personally identifiable information. Access to the information is made via a password-protected site. Each time an employee needs to access information, they must enter their password to gain access to the information. Furthermore, employees are kept up-to-date on our security and privacy practices. Employees are notified and/or reminded about the importance we place on privacy, and what they can do to ensure our customers' information is protected.

Charlotte Products Ltd. reserves the right, but has no obligation, to monitor all services used on the site. The Owner shall have the right to remove or report any material that violates, or is alleged to violate, the law or our terms of usage. Information may be released when we believe, in good faith, that such release is reasonably necessary to: (1) comply with applicable law or to assist governmental or legal requests; (2) operate the service properly or enforce or apply the terms of any of our site visitor terms, conditions and agreements; or (3) protect the rights, property or safety of our site visitors and/or any third parties.

SITE AND SERVICE UPDATES

Charlotte Products Ltd. may send the user site and service announcement updates which contain important information about the service. We communicate with the user to provide requested services and in regard to issues relating to their account via e-mail or phone.

CORRECTING/UPDATING PERSONAL INFORMATION

If site visitor's personally identifiable information changes (such as address or E-mail), or if site visitor no longer desires to receive voluntary information from Charlotte Products Ltd., we will endeavour to correct, update or remove that user's personal data from our database.

For this reason, you always have the ability to update, change or delete information collected by the site, to unsubscribe from any internal or third party mailing or telephone contact list at any time, and to opt out of receiving third-party ads, promotions and offers from the site directly, and to opt out of further disclosure by the site of contact information to third-parties for such purposes. To make changes to your profile, change your information/privacy preferences, you may do so at any time by logging in to your account and editing your settings. Please be aware that it may take some time for the changes you make to take effect, and we thank you for your patience. Please note that changing or deleting your information will only change or delete the data in our database for purposes of future activities on the site and for managing future communications from the site. These changes and deletions will not change or delete emails or information that we may have already forwarded to other site visitors or credit card companies or any other third parties.

You can access and correct your personal information by sending a written request to our Privacy Office at: info@charlotteproducts.com At the time of your request, we may request you to provide specific information in order to permit us to verify your identity. In the event that any of your personal information is found to be incomplete or inaccurate, we will take reasonable steps to correct your personal information record.

Please note that there may be instances where we may not be able to permit you to access or correct your personal information. Examples of this could include personal information which:

- contains references to another person(s),
- would involve the disclosure of confidential information,
- could result in harm or loss to another person(s),
- could interfere with the activities of law enforcement agencies or statutory bodies,
- is not readily retrievable, or where the cost of retrieving it would be prohibitive or disproportionate to its value or usefulness,
- has already been destroyed due to legal requirements, or because its continued retention was unnecessary,
- is subject to solicitor-client or litigation privilege, or
- cannot be disclosed for legal reasons.

CONTACT

If you have any questions or concerns regarding our privacy policy, please contact our Privacy Department:

Email: c/o Attention: Privacy Department,info@charlotteproducts.com

Mail: Charlotte Products Ltd. (Attention: Privacy Department), P. O. Box 3000, Peterborough, ON K9J 8N4

AUTHORIZED USE OF THIS SITE

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You shall not use this Site in any manner that could damage, disable, or impair this Site or any related services in any way, or interfere with any other party's use of this Site or related services. You shall not attempt to gain unauthorized access to this Site or any services, systems, or networks howsoever linked to this Site through any means, including but not limited by password mining, spoofing or hacking. You shall not obtain or attempt to obtain any materials or information through any means not intentionally provided to you by normal operation of this Site.

PRICING INFORMATION*

Pricing of this website are posted for the Public to view and do not include applicable taxes. Product specifications may not be accurate or complete. Unless specified otherwise, all prices referenced in this Site are Manufacturer's Suggested Retail Prices only.

Certain portions, components, content and features of the Website including all other product pricing is available only to individuals who register with Charlotte Products Ltd. and create a user account on the Website.

Price and availability information is subject to change without notice and any "list prices" provided on the Site are the manufacturers' suggested list prices.

We are not responsible for typographic or photographic errors which may appear on this site. Please note: We reserve the right to limit sale quantities.

BILLING TERMS*

Billing terms are net 30 days from date of invoice for on account purchases. A charge of 1.5% per month will be assessed on all overdue accounts. Charlotte also accepts Mastercard and Visa purchases.

PROVISION OF INFORMATION OF USER

To the extent that you provide information to Charlotte Products Ltd. by operation of this Site where it is reasonable to expect that Charlotte Products Ltd. or its dealers may rely on this information, you represent that such information shall be accurate and complete. By posting, uploading, inputting, submitting or otherwise providing any information or materials to this Site, you consent to Charlotte Products Ltd.' collection of such information, and you grant Charlotte Products Ltd. and its parent and affiliates the right to use and exploit such information or materials in any way without any obligation to compensate you in any way. To the extent that Charlotte Products Ltd., its parent or its affiliates use such information or materials in any way to develop products, services or any related intellectual property, you acknowledge and agree that such products, and any intellectual property arising from such products or services, shall be exclusively owned by Charlotte Products Ltd., its parent or its affiliates. You represent and warrant that by providing this information or materials that you have the right to do so, and to grant the rights referred to under this heading.

MODIFICATION OF CONTENT

Charlotte Products Ltd. reserves the right to make changes to the Content, including all prices, models, services, equipment, specifications and availability, at any time without notice. If a posted price for a product or service is incorrect, Charlotte Products Ltd. is only responsible for the correct price, which Charlotte Products Ltd. shall provide you with upon becoming aware of the error. Charlotte Products Ltd. reserves the right to refuse or cancel any orders for products or services listed at an incorrect price. Please check with your Charlotte Products Ltd. dealer for complete details.

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YOU ACKNOWLEDGE AND AGREE THAT ALL ELEMENTS, MATERIALS, INFORMATION, CONTENT, SERVICES ASSOCIATED WITH THIS SITE OR ANY LINKED SITE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATION, WARRANTY, TERM OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR FUNCTION, SECURITY, ACCURACY, PERFORMANCE, TITLE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS AGREEMENT MAY NOT APPLY TO YOU.

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INTELLECTUAL PROPERTY RIGHTS

Neither you nor anyone acting on your behalf, including your personnel, shall acquire any right, title, or interest to, or arising from, any intellectual property or other proprietary rights, including but not limited to any copyright, trademarks, patents, designs, or trade secrets, relating to the contents of this Site. You agree that your use of this Site and any Content is subject to Charlotte Products Ltd.' intellectual property therein, and that such intellectual property is valid and enforceable.

"CHARLOTTE PRODUCTS LTD." and all other trade-marks, symbols, trade names or slogans appearing in connection with this Site are registered or unregistered trademarks of Charlotte Products Ltd. or its licensors (the "Charlotte Products Ltd. Trade-marks"). The use of the Charlotte Products Ltd. Trade-Marks in any way without prior written consent from Charlotte Products Ltd. or its licensors is strictly prohibited. All other trade-marks, symbols, trade names or slogans are the property of their owners.

INDEMNITY

You agree to defend, indemnify and hold Charlotte Products Ltd., its employees, officers, and directors from all liabilities, claims, costs and expenses including reasonable legal fees and disbursements, that arise from your use or misuse of this Site, your non-compliance with this Agreement, or your violation of any third party rights. Charlotte Products Ltd. reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Charlotte Products Ltd. in asserting any available defenses.

VIOLATIONS AND TERMINATIONS

Charlotte Products Ltd. may in its sole discretion advise you of any inappropriate behavior on your part and any necessary corrective action. However, if you engage in any acts that Charlotte Products Ltd. in its sole discretion deems to constitute a violation of the terms and conditions of this Agreement, Charlotte Products Ltd. or its representative may take any responsible actions that they deem appropriate. Such action may include, but is not limited to, barring your access to this Site, or certain portions of this Site. These actions are not Charlotte Products Ltd.' exclusive remedies and Charlotte Products Ltd. may take any other legal, equitable, or administrative action it deems appropriate. Charlotte Products Ltd. further reserves the right to investigate suspected violations of the terms and conditions of this Agreement. You hereby authorize Charlotte Products Ltd. to

cooperate with (A) law enforcement authorities in the investigation of suspected criminal violations and (B) system administrators at Internet service providers, network or computing facilities in order to enforce the terms and conditions of this Agreement. Such cooperation may include Charlotte Products Ltd. providing usernames, IP addresses, or other information identifying you.

This Agreement shall automatically terminate if you are in breach of any of the provisions contained herein. Charlotte Products Ltd. reserves the right, in its sole discretion, to terminate your access to this Site and the related services or any portion thereof at any time, without notice. If you believe that any material found on our site has been used in a manner that constitutes infringement of your copyrighted work, please provide written notice to us that includes the following information: (1) the signature of the owner or a person authorized to act on behalf of the owner of the work that is allegedly infringed; (2) identification of the copyrighted work claimed to have been infringed; (3) a description of where the infringing material is located on the site; (4) your contact information (i.e. address, telephone number, and email address); (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (6) a statement by you that the information in our notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

GENERAL PROVISIONS

If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. Unless specifically provided herein, this Agreement constitutes the entire agreement between you and Charlotte Products Ltd. with respect to your use of this Site. This Agreement shall supersede all prior agreements, understanding, negotiations and discussions, either oral or written between the parties. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the parties in connection with the use of this Site except as specifically set forth herein. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any disputes or legal proceedings arising out of or relating to this Agreement shall: (i) as they pertain to Charlotte Products Ltd., at its election be determined via arbitration in the Province of Ontario, Canada (pursuant to the arbitration rules designated by Charlotte Products Ltd.), or in the courts in the Province of Ontario, Canada. You hereby expressly consent to the sole and exclusive jurisdiction and venue of the courts of the Province of Ontario, for any legal proceeding arising out of or relating to your use of this Site or this Agreement. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records executed and maintained in the original form in which they were generated. It is the express will of the parties that this Agreement and all related documents have been drawn up in English.

TERMS OF USE REVISIONS

Charlotte Products Ltd. reserves the right to revise these terms of use by updating this posting. As a user, it is your responsibility to keep yourself up to date on all such revisions so that you will be aware of the current terms of use by which you are bound.

Document release date: March 18, 2019

*where applicable