



LAST UPDATED: May 2021

<http://www.carterintralogistics.com/>

## **Website Terms of Use**

### **PLEASE READ CAREFULLY**

Thank you for visiting [www.carterintralogistics.com](http://www.carterintralogistics.com) (the "Site"). The Site is owned and operated by Carter Control Systems, Inc. dba Carter Intralogistics ("Carter Intralogistics"). Carter Intralogistics maintains the Site for your information, education, and communication. Your access to and use of the Site is subject to these Terms of Use and Conditions and all applicable laws. By accessing and browsing the Site, you accept, without limitation or qualification, these Terms of Use. You also agree to be bound by the terms of the Privacy Policy located [here](#).

BY USING THE SITE, YOU AFFIRM THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER (EXCEPT IN THE CASE OF LEGAL RESIDENTS OF CERTAIN STATES WHERE THE LEGAL AGE OF MAJORITY IS GREATER THAN EIGHTEEN (18) YEARS OF AGE, WHO THEN MUST MEET THE STATE'S LEGAL AGE OF MAJORITY).

#### **1. Changes to Terms of Use:**

We may change these Terms of Use from time to time by notifying you of such changes by any reasonable means, including by posting a revised Terms of Use on the Site. Any such changes will not apply to any dispute prior to the date on which we posted the revised Terms of Use incorporating such changes, or otherwise notified you of such changes. Your use of the Site following any changes to these Terms of Use will constitute your acceptance of such changes. The "Last Updated" legend above indicates when these Terms of Use were last changed. We may, at any time and without liability, modify or discontinue all or part of the Site. Your use of the Site reaffirms your continuing agreement to the then-current Terms of Use.

#### **2. Copyrights and Use of Site Materials:**

This Site belongs to and constitutes valuable intellectual property of Carter Intralogistics which is protected by applicable law. Carter Intralogistics or other third parties who have licensed Carter Intralogistics' use own the copyright to the contents of this Site. You may download only material displayed and identified on the Site as specifically available for downloading, solely as a convenience for your use of the Site, provided you also retain

all copyright and other proprietary rights notices contained on those materials. You may not, however, distribute, modify, transmit, reuse, repost or use the content of the Site for public or commercial purposes, including any text, images, audio and video available on the Site without Carter Intralogistics' written permission. Your use of the trademarks, service marks and trade names on this Site in any manner other than as authorized in these terms and conditions, or as authorized in writing by Carter Intralogistics, is strictly prohibited.

### **3. Submissions to the Site:**

Any non-personal information, communications or material you submit to Carter Intralogistics at this Site, by e-mail, completing on-line forms, upload or otherwise ("Submissions"), are non-confidential, and Carter Intralogistics is free to use and reproduce such Submission freely and for any purpose. Specifically, Carter Intralogistics is free to use any ideas or concepts contained in any such Submission for any purpose whatsoever, including, but not limited to, developing, manufacturing, advertising and marketing Carter Intralogistics products. This means that you disclaim any proprietary rights in such Submissions, and you acknowledge Carter Intralogistics' unrestricted right to use them (or materials or ideas similar to them) in any medium, now and in the future, without notice, compensation or other obligation to you or any other person. It also means Carter Intralogistics has no obligation to keep your Submissions confidential.

You further acknowledge and warrant that your Submissions contain only your own material and content or material and content that you have the undeniable rights to use, and that Carter Intralogistics' use will not violate any third party's rights.

### **4. Website Links:**

For your convenience, our Site may provide links to other websites that are not operated by Carter Intralogistics. The linked website may not be under Carter Intralogistics' control, and we assume no responsibility to review all the websites linked to this Site. Carter Intralogistics is not responsible for the content of any linked website, nor (unless we expressly indicate otherwise on this Site) do we endorse, approve or sponsor any information available at the linked website or any products that may be sold there. Carter Intralogistics is not liable for any damage that might result from your use of such information or products.

In general, Carter Intralogistics does not object to links to this Site from third-party websites. However, you must abide by the following rules. Unless we have a written agreement with you, you may not use any of Carter Intralogistics' trademarks, logos or slogans in or with your links. Do not present the link to this Site in any way that suggests Carter Intralogistics has any relationship or affiliation with your website or endorses, sponsors or recommends the information, products or services on your website, unless you have a specific written agreement with Carter Intralogistics to do so. Do not, without our written permission: (a) incorporate any content from this Site into your website (e.g., by in-lining or framing); (b) use any of Carter Intralogistics' names, trademarks, slogans, or any other words or codes identifying the Site in any "metatag." Carter Intralogistics will

not tolerate links from any website that may adversely affect the name, reputation and goodwill of Carter Intralogistics and our products. Carter Intralogistics reserves the right to cancel permission to link at any time, for any reason.

## **5. Privacy:**

For information on how Carter Intralogistics uses and protects the personal information you may provide on or through this Site, see our Privacy Policy [here](#).

## **6. Liability Limitations and Disclaimers:**

Your use of and browsing on this Site are at your own risk. The materials available or accessible through the Site, including any graphics, software, recommendations or other materials ("Website Materials") and are provided "AS IS" and, to the fullest extent permissible under applicable law, Carter Intralogistics disclaims all warranties, express or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with regard to the use or operation of our Site or the Website Materials. Carter Intralogistics does not warrant or make any representations regarding the use or the results of the use of the Website Materials in terms of their correctness, accuracy, reliability, or otherwise. The Website Materials could include technical inaccuracies or typographical errors and could be inaccurate or become inaccurate as a result of developments occurring after their respective dates. Carter Intralogistics undertakes no obligation to verify or maintain the currency of such information. Please note that some jurisdictions may not allow exclusions of implied warranties, so some of these exclusions may not apply to you. Check your local laws.

Carter Intralogistics assumes no liability and will not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account your use of this Site or any Site that is linked to the Carter Intralogistics site. You (and not Carter Intralogistics) assume the entire cost of all servicing, repair, or correction that may be necessary for your computer equipment and software as a result of any viruses, errors or any other problems whatsoever you may have as a result of visiting or using this Site.

## **7. Indemnification:**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Carter Intralogistics, its affiliates, officers, directors, shareholders, employees, contractors, suppliers, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debts, and expenses (including but not limited to attorney's fees) arising from or relating to: (a) your use or misuse of and access to the Site or any content thereon; or (b) your violation of any of these Terms of Use and/or Carter Intralogistics' Privacy Policy.

This defense and indemnification obligation will survive these Terms of Use and your use of the Site. Carter Intralogistics reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with the Company in asserting any available defenses.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine. In addition, you hereby release any claims you may have against Carter Intralogistics and any employee, shareholder, officer, director; or affiliate of Carter Intralogistics that are in anyway related to your use of the Site. You are solely responsible for your use of the Site.

## **8. Governing Law; Arbitration:**

These Terms of Use (and any further rules, policies, or guidelines incorporated by reference) shall be governed by and construed and enforced in accordance with the internal substantive laws of the State of Maryland, without regard to its conflicts of laws principles, without giving effect to the United Nations Convention of Controls for International Sale of Goods. By your agreement to these Terms and your use of the Services, you agree to submit to personal jurisdiction in Frederick, Maryland for all purposes, and you agree to waive, to the maximum extent permitted by law, any right to a trial by jury for any matter. Unless otherwise agreed in writing by you and Carter Intralogistics, any dispute arising out of or relating to these Terms, or any breach thereof, shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, or such arbitration body as required by law, rule or regulation, and final judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration will be conducted in the English language before a single arbitrator in Frederick, Maryland. Such arbitration must be commenced within one (1) year after the claim or cause of action arises. Notwithstanding the foregoing, either Carter Intralogistics or you may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision. You acknowledge and agree that you may bring claims against Carter Intralogistics only in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

## **9. Miscellaneous:**

These Terms of Use, together with Carter Intralogistics' Privacy Policy and any other legal notices published by Carter Intralogistics on the Site, shall constitute the entire agreement between you and Carter Intralogistics concerning the Site and supersedes all prior or contemporaneous communications, agreements and understandings between Carter Intralogistics and you with respect to the subject matter hereof. To the extent these Terms of Use conflict with the terms of Carter Intralogistics' Privacy Policy, these Terms of Use will control. These Terms of Use shall not be assignable by you, either in whole or in part. Carter Intralogistics reserves the right to assign its rights and obligations under these Terms without restriction. The failure of Carter Intralogistics to enforce any right or provision of these Terms of Use will not constitute a waiver of future enforcement of that right or provision. The waiver of such right or provision may only become effective upon written agreement signed by a duly authorized representative of Carter Intralogistics. The section titles in these Terms of Use and the Privacy Policy are for convenience only and

have no legal or contractual effect. If for any reason any provision of these Terms of Use, or a portion thereof, shall be unenforceable, that provision shall be enforced to the maximum extent permissible to affect the intent of these Terms of Use, and the remainder of these Terms of Use shall continue in full force and effect. If any provision of the Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from the Terms of Use and will not affect the validity and enforceability of any remaining provisions.