

APPENDIX B – Label Use Rules

RHFAC Registry Label & Trademark Usage Guidelines

The level of certification and associated Label is awarded by the Rick Hansen Foundation (RHF), in accordance with the Rick Hansen Foundation Accessibility Certification™ Program which is a program that is solely operated by them (hereto referred to as the *RHFAC Program*), as confirmed to the *Rick Hansen Foundation Accessibility Certification Registry* (hereto referred to as *RHFAC Registry*) by way of a letter issued by a RHF-approved Adjudicator to the Canadian Standards Association (CSA). CSA is only responsible for hosting the Registry; and the Label issued is based on RHF’s assessment in accordance with the *RHFAC Program* requirements.

1 Trademark Graphics

As a recipient of a successful Rick Hansen Foundation Accessibility Certification™ (RHFAC) status of either “RHF Accessibility Certified” or “RHF Accessibility Certified Gold” (hereto referred to as a *registrant*) you will be eligible to order a RHFAC Label (“Label”) depicted below. The Label use (e-label, window decal and/or plaque, as applicable) shall be in accordance with Section 2 of these Guidelines.



2 Trademark Usage Guidelines for a RHFAC Registrant

2.1 Registrant

Subject to the terms of the agreements entered into by you with RHF and CSA Group (“Agreements”) and all other terms of this *RHFAC Registry Label & Trademark Usage Guidelines*, as a Registrant with *RHFAC Registry*, you are only authorized to:

- (i) publicly post the *Label* awarded to you by *RHFAC Program*, by way of a Registry-issued plaque, window decal or e-label, illustrating your organization’s level of achievement in the *RHFAC Program*; (such as the site / building meets the “RHF

- Accessibility Certified” or the “RHF Accessibility Certified Gold”);
- (ii) affix the plaque and/or window decal bearing the Label only on the site / building named in the *RHFAC Registry* listing;
 - (iii) use the *Label* in your hard copy promotional materials directly related to the site / building named in the *RHFAC Registry*; and
 - (iv) refer to your site / building as “RHF Accessibility Certified” or “RHF Accessibility Certified Gold” in your promotional material, depending on the certification level awarded by RHF.

in each case subject to the terms of your Agreement, and the provisions of these *RHFAC Registry Label & Trademark Usage Guidelines*.

However, in each instance where the Label is used or affixed, it shall always be used and affixed unmodified, including the unique registration number issued by the *RHFAC Registry* for the site / building along with a reference to the site / building name and the validity period.

In the event of any discrepancy between these *RHFAC Registry Label & Trademark Usage Guidelines* and the Agreements, the terms of the Agreements take priority over the terms of these *RHFAC Registry Label & Trademark Usage Guidelines*.

The Label associated with the *RHFAC Program* is referred to as the Label Trademark.

As a *registrant* of the *RHFAC Program*, you shall comply with the following:

- 1) The Label Trademarks shall only be used in strict accordance with these *RHFAC Registry Label Usage & Trademark Guidelines*, as may be updated from time to time;
- 2) Usage of the Label Trademarks is limited to the Label administered by the *RHFAC Program* and the *RHFAC Registry*;
- 3) You may publicly post the physical Label provided by the *RHFAC Registry* in plaque or window decal form only on the site / building which is named on the *RHFAC Registry* and must also include the unique registration number associated with the site / building with the validity period. Labels must be removed immediately at the end of their validity period;
- 4) You may not post the Label in plaque or window decal form at any other location, other than the one that has received certification by the RHF through the *RHFAC Program* and is listed on the *RHFAC Registry*;
- 5) You may not use the Label Trademarks on any product or product packaging;
- 6) The Label Trademarks shall only be used in their full provided form, which shall ensure inclusion of; the unique registration number along with a reference to the specific site / building that is linked to such unique registration number as well as the validity period

as registered in the *RHFAC Registry*.

- 7) You must not use the Label Trademarks in any way that is misleading;
- 8) You must be accurate and precise as to building / site that the Label is making a reference to.

Note: For example, when a site / building which is named on the *RHFAC Registry* with a unique registration number is referenced together with other buildings that are not included in the *RHFAC Registry*, and a Label is also included, you must clearly indicate which site / building(s) are certified by the RHF under the *RHFAC Program*;

- 9) You must not use the Label on promotional merchandise such as t-shirts, pens and baseball caps;
- 10) You may use the Label Trademarks label on a plaque or window decal that has been issued by the *RHFAC Registry* operator, or in hard copy format if the applicable site / building's unique registration number and site / building address is clearly marked alongside the Label and prior consent is obtained for each intended use without the right to sub-license. When used in hard copy the Label must be a minimum size of 3" wide x 4.5" high;
- 11) The Label Trademarks must not be combined with any other trademark to be used as a basis for a new trademark. You may not adopt any marks or use or register any domain names which are confusingly similar to those of this Label or Label Trademark;
- 12) You must not use the Label Trademarks on any web site that disparages CSA Group or RHF or its services, infringes on CSA's or RHF's intellectual property or other rights, contains any objectionable content, or violates any federal, provincial or foreign law;
- 13) The right to use the Label Trademarks is granted to you only and is not transferable or assignable to any other party. You have no title or interest in the Label Trademarks and cannot authorize a third party to use the Label Trademarks;
- 14) RHF and CSA Group has the right to inspect your use of the Label Trademarks and request samples of usage from you, from time to time. You shall remedy any deficiencies in your use of the Label Trademarks, upon notice from RHF and/or CSA Group and at your own expense;
- 15) You must not do anything that might harm the reputation or goodwill associated with the Label Trademarks;
- 16) You take full responsibility for any misuse, unauthorized use or damage caused to any party as a result of your use of the Label Trademarks. You agree to pay the sums required by RHF and/or CSA Group for any misuse, unauthorized use and/or damages to RHF and /or CSA Group, as well as execute a settlement agreement with RHF and/or CSA

Group, if requested;

- 17) If you learn of or suspect any unauthorized use of the Label Trademarks you will promptly notify RHF and/or CSA Group;
- 18) Your ability to use the Label or Label Trademark, will be revoked automatically upon the termination of your Agreement with *RHFAC Program*. Upon termination of the Agreement, and at the request of RHF and/or CSA Group, you must provide proof, satisfactory to RHF and/or CSA Group, that you have ceased using the Label Trademarks. This provision will survive the termination of your Agreement. However, as long as your listing remains on the *RHFAC Registry*, with an active validity period, you may continue to use the Label, subject to your continued compliance with these *RHFAC Registry Label & Trademark Usage Guidelines*, which will survive the termination of your Agreement with respect to such use. Per requirement 3, above, Labels must be removed immediately at the end of their validity period;
- 19) You may not transfer the Label in hardcopy or softcopy format to a third party, without the prior written consent of RHF and CSA Group for each intended use (e.g. if the building is sold or leased). Fees may apply;
- 20) You may not translate the text of the Label Trademarks, without the prior written consent of RHF and CSA Group;
- 21) You may use the Label in electronic format as long as rules for hard copy version of the Labels from these guidelines are used, and prior consent is obtained for each intended use without the right to sub-license;
- 22) You may use the Label in electronic format, as long as it is used in its entirety (by including the unique registration number and building name and/or address for the site / building, validity period and registry link). If used in electronic format it needs to be used at a minimum of 330 pixels wide;
- 23) You must use the same Label format, in its entirety, (in the format issued by the RHFAC Registry) for the plaque, window decals, and e-label, and the plaques, window decals, and e-labels must be issued by the RHFAC Registry. Registrants are not authorized to alter the Label in any way;
- 24) Any usage of any other RHF or CSA Group trademark is prohibited.
- 25) Any unauthorized use of RHF or CSA Group trademarks will be vigorously policed. When unauthorized use of RHF or CSA Group trademarks occurs, RHF or CSA Group will require that you take any action they deem necessary to correct the infraction in order to protect the integrity of RHF or CSA Group's trademarks. In the event of unauthorized use, RHF and CSA Group reserves the right to:

- (i) suspend your use of RHF or CSA Group's trademarks;
- (ii) require corrective action, reasonable in its sole opinion, be undertaken at your expense;
- (iii) require payment of a monetary penalty, reasonable in its sole opinion; and
- (iv) cancel any agreement you may have with RHF or CSA Group upon written notice.

26) Subject to, and at our sole discretion, the successful registration of each of your sites / buildings, you are granted a non-exclusive, non-transferrable, revocable license to use our Label in association with references to the registered site / building: in the manner specified by us, strictly at the facility locations as authorized by us; and for so long as your site / building remains in compliance with the RHFAC Program requirements and is listed in the *RHFAC Registry*.

Notice of Material Changes

You must inform your RHF Adjudicator and the *RHFAC Registry* immediately of any changes that may affect your ability to conform with the *RHFAC Program* requirements, including without limitation changes to legal, commercial, organizational status or ownership; key managerial, decision-making or technical staff; modifications to the site / building; contact address and production sites; scope of operations in the site / building; major changes to the management system; or relevant changes to your quality system ("Your Change").

Without limitation to the above, you must provide us with at least ninety (90) days' prior written notice to rhfac.registry@csagroup.org, of any changes to: name, address, or your owner; name, address or ownership of Facilities or where RHFAC Label(s) are permitted to be applied to site / building and/or products; or any changes to brands or designations under which a RHFAC Label may be distributed. You will provide proof of any such changes in the form required by us. If additional labelling or new relabeling is required, this is at the cost of the registrant.

Advertising

1.) Upon receiving confirmation from the RHF of successful completion of RHFAC Program requirements and receipt of an associated Label, and only while the validity period is in force, you may include the Label in advertising or promotional materials or other literature strictly in association with the site / building currently documented in the RHFAC Registry as certified by the RHF. You may refer to such site / building as "RHF Accessibility Certified" or "RHF Accessibility Certified Gold", but otherwise you may not use or reproduce our Label Trademarks, or state or imply that we have approved or endorsed your site / building.

2.) You will not make any public representations that imply anything other than that RHF has certified your site / building and CSA Group has listed it on the RHFAC Registry.

3.) Any claims made by you regarding certification must be consistent with the scope of certification and will not be misleading to the public.

4.) At our request, you will amend or discontinue all advertising, promotion or other activity deemed inappropriate by us, all at your own expense. This obligation requires you to instruct third parties acting at your direction.

For any inquiries about your use of the *Label or Label Trademarks* please contact CSA Group at **rhfac.registry@csagroup.org**.