

NFSI TRADEMARK AND LOGO POLICY

The National Floor Safety Institute (NFSI) is a non-profit corporation registered in the state of Texas and recognized as a 501(c)(3) private foundation under IRS rules. Intellectual property (“IP”) is one of the NFSI’s most valuable assets and may only be used in a manner consistent with the organization’s mission and corporate bylaws and in accordance with the specific policies as may be set forth by the NFSI. It is the responsibility of all NFSI employees, members, officers, directors, certification holders, and others involved with the development, adoption, publication, use and/or distribution of NFSI IP (collectively “Users”) to ensure that the NFSI’s IP is used in strict accordance with such policies.

Among its intellectual property, the NFSI has a Registered Trademark (®) and Certification Mark (CM) for use in conjunction with the NFSI Product Certification Program. The Policy below sets forth the specific terms and conditions for permitted use of the NFSI’s registered Marks. Use of the NFSI’s Logos and Marks is expressly subject to and conditioned on the User’s acceptance of these terms. The NFSI reserves the right to use its Logos and Marks in any manner it chooses.

1. NFSI NAME - In official usage, the NFSI’s name shall be designated as: “The National Floor Safety Institute.”

2. OWNERSHIP OF THE LOGOS AND MARKS - Users of the NFSI’s Logos and Marks agree and acknowledge that the Logos and Marks are the sole and exclusive property of the NFSI. Use of one or more of the Logos and Marks shall constitute consideration for, agreement to and acceptance of the following terms and conditions. Use of the Logos and Marks is permitted only pursuant to the terms and conditions of this limited and revocable license. Any failure by a User of the Logos and Marks to comply with the terms and conditions contained herein may result in the immediate revocation of this license, in addition to any other sanctions imposed by the NFSI.

3. USE OF THE NFSI’S LOGO’S AND MARK - The Logos and Marks must be used in a professional manner and in accordance with this policy. Notwithstanding the foregoing, the Logos and Marks may not be used in a manner that, in the sole discretion of the NFSI: discredits the NFSI or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between the NFSI and the User, including but not limited to any use of the Logos and Marks that might reasonably be construed as an impermissible endorsement, approval, sponsorship, or certification by the NFSI of the User, the User’s business or organization, or the User’s products or services, or that might be reasonably construed as support or encouragement to purchase or utilize the User’s products or services.

The logos and marks may not be revised or altered in any way without prior approval of the NFSI, except that they may be enlarged or reduced to meet the organization’s particular needs and must be displayed in the same form and language as produced by NFSI. Users who wish to revise the marks or logos in any manner must submit the proposed design to the NFSI for explicit approval. Approval of any such modification is at the sole discretion of the NFSI.

4. USE OF SPECIFIC LOGOS AND MARKS

(A.) NFSI CORPORATE LOGO – Use of this logo is strictly prohibited for use by any party other than that of the NFSI.



(B.) NFSI PROUD SPONSOR LOGO – For use by Individual, Associate and Corporate Sponsors and Members of the NFSI and may be used on sales literature, product labels, websites etc. as long as the individual Membership and or Sponsorship is current and up to date.



(C.) NFSI CERTIFICATION LOGO – This logo shall only be used by NFSI Certified Product Holders and only on the product or product literature that is NFSI certified.



(D.) NFSI APPROVED LOGO – This logo shall only be used by NFSI Approved Tribometer Holders and only on the tribometer or tribometer literature that is NFSI approved.



(E.) NFSI WACH LOGO – This logo shall only be used by NFSI Walkway Auditor Certificate Holders (WACH) that have successfully completed the NFSI WACH Program. This logo may be used by the WACH on sales literature, brochures, business cards, website’s etc. as long as the WACH is up to date.



6. MISCELLANEOUS

(A.) Use of the NFSI’s Logos and Marks shall create no rights for Users in the Logos and Marks or their use beyond the terms and conditions of the limited and revocable license set forth in this Policy. The Logos and Marks shall remain at all times the sole and exclusive intellectual property of the NFSI. The NFSI shall have the right, from time to time, to request samples of use of the Logos and Marks from which it may determine compliance with these terms and conditions. Without further notice, the NFSI reserves the right to prohibit use of the Logos and Marks if it determines, in its sole discretion, that a user’s usage, whether willful or negligent, is not in strict compliance with this Policy, is otherwise not in the best interest of the NFSI, the User is not a NFSI member in good standing or for any reason whatsoever.

(B.) The NFSI reserves the right to alter, amend or terminate this Policy at any time and without notice to the User. The User agrees to abide by any such changes or amendments.

(C.) Use of the Logos and Marks does not imply approval or endorsement by the NFSI of any individual, company, product, or service.

(D.) The interpretation and enforcement of the terms and conditions herein, and any compliance therewith, shall be made by the NFSI in its sole discretion. Otherwise, this license is governed by and construed in accordance with the laws of the State of Texas. Users agree to jurisdiction and venue in Texas state and federal courts. User agrees that any breach by it of the terms and conditions herein entitles the NFSI to an injunction (and possible damages) against the User.

(E.) Termination. Upon notice by the NFSI, Users agree to immediately cease any and all further use of the Logos and Marks.