

TRADEMARK USAGE GUIDELINES

1 TRADEMARK GRAPHICS

As a successful applicant you will be provided with a customized version of the Label depicted below. Usage of the customized trademark graphic must follow the CSA Group Graphic Guidelines, in addition to the promotional guidelines outlined in this document. A copy of the CSA Group Graphic Guidelines will be provided upon registration.



An environmental product declaration for this product is registered with CSA Group based on CSA's requirements and ISO 14025. For details see csaregistries.ca/epd

REGISTRATION # 1234-5678 PERIOD: Apr 1, 2011 – Mar 31, 2012

2 TRADEMARK USAGE GUIDELINES FOR A CSA GROUP ENVIRONMENTAL PRODUCT DECLARATION (EPD)

As an applicant with a CSA Group Environmental Product Declaration (EPD), you have entered into the Agreement with CSA Group and are authorized to:

- a) use the Label in your product promotional materials; and
- b) refer to your product as having a "CSA Group Environmental Product Declaration (EPD)", in your product promotional materials if the Program Registry website is provided in close proximity.

in each case subject to the terms of your Agreement, and the provisions of these Trademark Usage Guidelines and the Graphic Guidelines.

In the event of any discrepancy, the terms of your Agreement take priority over the terms of these Trademark Usage Guidelines.

The Label and the phrase “CSA Group Environmental Product Declaration (EPD)” are referred to as the Program Trademarks.

As a successful applicant registered with the Program, you shall comply with the following:

- a) the Program Trademarks shall only be used in strict accordance with these Trademark Usage Guidelines, as may be updated from time to time;
- b) usage of the Label is limited to the authorized customized Label provided by CSA Group on the EPD at the time of publication;
- c) you may use the Program Trademarks on product promotional materials (such as fact sheets and product listing on website) if the applicable product is identified, it is stated that the data is taken from an Environmental Product Declaration (EPD) and the Program Registry website is provided;
- d) you may not use the Program Trademarks on any product or product packaging;
- e) you must not use the Program Trademarks in any way that is misleading. For example, your usage of the Program Trademarks cannot imply that the Program Trademarks imply environmental superiority over other products;
- f) you must be accurate and precise as to the scope of the Program Trademarks. For example, you must not use the Program Trademarks to indicate in any way that other products have EPDs. When a product which is named on the EPD is referenced together with other products that are not named in an EPD, you must clearly indicate which product or products have CSA Group EPDs;
- g) the Program Trademarks must not be used to imply any relationship or affiliation with CSA Group, sponsorship by CSA Group or endorsement of certain statements, products or services by CSA Group;
- h) you must not use the Program Trademarks on promotional merchandise such as t-shirts, pens and baseball caps;
- i) you may not use the Program Trademarks on company stationery, invoices, or business cards;
- j) the Program 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 CSA Group;
- k) the Program Trademarks may not be the most prominent visual element in the promotional materials. Your name and logo must be significantly larger than the Program Trademarks;

- l) you must not use the Program Trademarks on any web site that disparages CSA Group or its services, infringes on CSA Group's intellectual property or other rights, contains any objectionable content, or violates any federal, provincial or foreign law;
- m) the right to use the Program Trademarks is granted to you only for the applicable product and is not transferable or assignable to any other party. You have no title or interest in the Program Trademarks and cannot authorize a third party to use the Program Trademarks;
- n) CSA Group has the right to inspect your use of the Program Trademarks and request samples of usage from you, from time to time. You shall remedy any deficiencies in your use of the Program Trademarks, upon notice from CSA Group and at your own expense;
- o) you must not do anything that might harm the reputation or goodwill associated with the Program Trademarks;
- p) you take full responsibility for any misuse, unauthorized use or damage caused to any party as a result of your use of the Program Trademarks. You agree to pay the sums required by CSA Group for any misuse, unauthorized use and/or damages to CSA Group, as well as execute a settlement agreement with CSA Group, if requested;
- q) if you learn of or suspect any unauthorized use of the Program Trademarks you will promptly notify CSA Group;
- r) your ability to use Program Trademarks, will be revoked automatically upon the termination of your Agreement with CSA Group. Upon termination of the Agreement, and at the request of CSA Group, you must provide proof, satisfactory to CSA Group, that you have ceased using the Program Trademarks. This provision will survive the termination of your Agreement. However, as long as your listing remains on the Program Registry, you may continue to use the applicable Label for any prior years that you have participated in the Program, subject to your continued compliance with these Trademark Usage Guidelines, which will survive the termination of your Agreement with respect to such use;
- s) you may not translate the text of the Program Trademarks; and
- t) any usage of any other CSA Group trademark is prohibited.

Any unauthorized use of CSA Group's trademarks will be vigorously policed. When unauthorized use of CSA Group's trademarks occurs, CSA Group will require that you take any action it deems necessary to correct the infraction in order to protect the integrity of CSA Group's trademarks. In the event of unauthorized use, CSA Group reserves the right to:



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

For any inquiries about your use of the Program Trademarks please email epdregistry@csagroup.org or call 1 (800) 463-6727 extension 59223.