

## Oncology Nursing Society Seal of Approval – Terms and Conditions

These Terms and Conditions (these “**Terms**”) apply to the Oncology Nursing Society Seal of Approval program (the “**Program**”) and the trademarks, designations, and logos used in connection therewith (the “**Certification Marks**”). By using or applying to use the Certification Marks or otherwise availing yourself of the Program’s benefits, you agree to these Terms on behalf of your organization. You further state that you have the authority to accept these Terms on behalf of your organization and intend to be bound hereby.

- 1. Program; Benefits.** Through the Program, and subject to these Terms, ONS permits third-parties to display the Certification Marks on certain materials published by the third party (the “**Publisher**”) to convey that the materials comply with the applicable standards, guidelines, or criteria of ONS. The Publisher may apply for certain other benefits in connection with the Program, subject to ONS’s written approval and the Publisher’s compliance with these Terms.
- 2. Ownership.** ONS owns the Certification Marks and their associated goodwill. All goodwill associated with the Publisher’s use of the Certification Marks will inure to ONS. The Publisher shall not challenge or take any action inconsistent with ONS’s ownership of the Certification Marks. The Publisher does not and will not acquire any rights in the Certification Marks, but if the Publisher does acquire any rights in the Certification Marks, whether by operation of law or otherwise, the Publisher hereby assigns all rights and associated goodwill to ONS. ONS may determine, in its sole discretion, whether to enforce its rights in the Certification Marks and will control any legal action regarding the Certification Marks. The Publisher shall reasonably assist ONS in protecting the Certification Marks.
- 3. Application; Fees; Materials.** The Publisher must apply to ONS to use the Certification Marks by completing an application and submitting it to ONS. As part of the application process, the Publisher shall pay the applicable fees for use of the Certification Marks and benefits provided through the Program, together with other amounts required by these Terms. Fees are non-refundable, even if the application is rejected. If the Publisher fails to timely pay any invoice, then ONS may charge the Publisher, and the Publisher shall pay ONS, interest at the rate of 1.5% per month or the maximum legal rate, whichever is less. Fees are exclusive of all taxes and shipping charges. The Publisher shall pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state or national taxes or charges imposed or based on the use of the Certification Marks. ONS may ask the Publisher to submit the materials that show the Publisher’s intended use of the Certification Marks. The Publisher is solely responsible for the content of the Publisher’s materials, even if ONS states that approval may be contingent on certain changes to the Publisher’s materials or makes other recommendations about the Publisher’s materials. The materials must be the Publisher’s original work, except for copyrighted material for which the Publisher has the copyright owner’s express permission. While ONS will try to process applications as quickly as possible, ONS makes no guarantees that an application will be processed or that approval will be given within a certain period or by a certain deadline. The Publisher should not rely on receiving approval by a certain date. ONS will not be responsible for any costs or expenses (e.g., printing costs) incurred by the Publisher based on a desired or expected turnaround time or approval by ONS. Benefits may be discontinued at any time without notice or refund by ONS in its sole discretion.
- 4. Approval; Rejection.** ONS may approve or reject an application in its sole determination. The Publisher shall not use the Certification Marks until ONS has formally approved an application in writing and the Publisher has paid all applicable fees. ONS may condition approval on payment of all applicable fees. The Publisher shall not use the Certification Marks based on any “pre-review” or purported approval from any correspondences with an ONS employee (e.g., email or phone conversations). Approval is contingent upon the Publisher’s use of the Certification Marks consistent with the application and any materials submitted as part of the process. If the Publisher changes any materials after having applied, ONS may request that the Publisher resubmit the materials, and ONS reserves the right to charge an additional application fee to review re-submitted materials.
- 5. License; Termination.** Once ONS has formally approved an application in writing and Publisher has paid all applicable fees, the Publisher will have a 1-year license to use the Certification Marks consistent with the application and any materials submitted as part of the process, and subject at all times to compliance with these Terms and payment of all applicable fees. The license is non-exclusive, non-transferable, non-sublicensable, revocable, and limited to the United States. The license does not extend to any of the Publisher’s parents, subsidiaries, affiliates, divisions, branches, chapters, or other related organizations. The license begins on the date stated in the formal written approval from ONS and ends on the 1-year anniversary of that date. The license will not automatically renew. If the Publisher wishes to continue using Certification Marks after the 1-year period has ended, the Publisher must reapply. If the Publisher wishes to make any changes to any materials during the 1-year period, the Publisher must submit the proposed changes to ONS for review and approval (which ONS may give or deny in its sole discretion) and pay all applicable fees. ONS reserves all rights not granted herein.
- 6. Termination.** The Publisher’s license and any benefits will terminate automatically: (a) upon the Publisher’s breach of any term, condition, representation or warranty in these Terms, or ONS’s determination that Publisher’s materials or use of the Certification Marks does not comply with ONS’s applicable standards, guidelines, or criteria; (b) if the Publisher ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it, or admits in writing its inability to pay its debts as they mature, or if a receiver is appointed for a substantial part of its assets; or (c) if a substantial portion (5% or more) of the Publisher’s voting common stock (or other equity ownership interest) is purchased or otherwise directly or indirectly acquired by a tobacco company or a tobacco company subsidiary, or if the Publisher purchases, otherwise directly or indirectly acquires or otherwise becomes the owner of a substantial portion (5% or more) of the voting common stock (or other equity ownership interest) in a tobacco company. Publisher shall immediately notify ONS in writing upon the occurrence any of the foregoing. Upon termination for any reason, all rights granted to the Publisher under these Terms will end and the Publisher shall cease using the Certification Marks.
- 7. Restrictions.** The Publisher shall not: (a) use the Certification Marks in any way that may cause confusion about their ownership; (b) take any action that implies affiliation with or sponsorship, endorsement, or approval by ONS other than as contemplated by these Terms; (c) use the Certification Marks to imply that other products or services that Publisher offers have been approved or certified by ONS; (d) register, adopt, or use any name, trademark, domain name, or other designation that includes or violates ONS’s rights in the Certification Marks; (e) use the Certification Marks in a way that would

damage ONS's reputation or goodwill, (f) alter or distort the Certification Marks or combine them with any other symbols, words, images, or designs; or (g) violate any applicable law or regulation when using the Certification Marks. The Publisher's use of the Certification Marks does not constitute an acknowledgement by ONS that the Publisher complies with any federal, state, or local law or regulation, nor does use of the Certification Marks constitute a guaranty or warranty by ONS as to the quality or accuracy of materials bearing the Certification Marks.

8. **Usage.** The Certification Marks may only be used for materials that are (a) educational in nature; (b) clearly identify the content provider and all funders; (c) free of bias and include fair and balanced information; (d) evidence-based, accurate, and clinically-relevant; and (e) properly cited with clear references to pertinent and current literature. If the Publisher makes any representations or warranties on the materials that display the Certification Marks, the Publisher shall indicate that the Publisher – not ONS – are making those representations or warranties. The Certification Marks may be used in color or black and white. The Certification Marks may not be used on a background that will compete with legibility (e.g., patterned, non-contrasting color). The Certification Marks must be placed in the lower left corner of the panel whenever possible. It must be on the opposite side of the panel from any corporate or program logos. The Certification Marks must appear no more than 80% of the size of any corporate or program logo or branding on the panel. The Certification Marks may be resized as needed, but the words "Oncology Nursing Society Seal of Approval" must be clearly visible. Ensure that scaling does not result in any distortion of the Marks. The Certification Marks may not be condensed, expanded, or distorted beyond original proportions; always resize the horizontal and vertical dimensions proportionally. Place an equal amount of space around the Certification Marks on all four sides. When using the Certification Marks, the Publisher shall include the following disclaimer statement : "The Oncology Nursing Society Seal of Approval is a trademark of Oncology Nursing Society" along with the following disclaimer statement, which must appear verbatim in at least 6-point type (preferably 8-point type) immediately under or next to the Certification Marks:

Content is consistent with Oncology Nursing Society's guidelines and standards. Content does not constitute medical advice or product endorsement by virtue of the presence the Oncology Nursing Society Seal of Approval. Healthcare providers should exercise their own independent medical judgement. Website content or other resources referenced in herein have not been reviewed for use with the Oncology Nursing Society Seal of Approval.

ONS must give final approval of the material containing the Marks and disclaimer statement before it is used. Materials may not be distributed until ONS approval is received.

9. **Quality Control.** If the Publisher becomes aware of an actual or potential violation of these Terms, the Publisher shall immediately notify ONS, reasonably assist ONS with its investigation, and take all reasonable and lawful measures to stop or mitigate the actual or threatened violation. During the term of the Publisher's 1-year license and for 3 years thereafter, ONS may, upon reasonable prior written notice and during reasonable business hours, audit the Publisher's books, records, and files relating to these Terms and the Publisher's use of the Certification Marks to ensure compliance with these Terms.

10. **Linking.** If the Publisher provides ONS with a link to the Publisher's materials for inclusion in the *Oncology Nursing Society Seal of Approval Library*, the Publisher shall provide a direct link only to resources that have been approved by ONS. All links are subject to ONS's sole discretion. ONS will not link to website landing pages. The link and surrounding context on the linked site must not: (a) falsely represent or misrepresent any relationship between the linking site and ONS, including but not limited to any suggestion of affiliation, endorsement, or sponsorship; (b) portray ONS or its affiliates in a false, misleading, derogatory, or otherwise offensive manner; or (c) deliver content in a framed environment. The Publisher shall be solely responsible for links and the content of any linked sites.

11. **DISCLAIMER; LIMITATION OF LIABILITY.** THE CERTIFICATION MARKS AND ANY BENEFITS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, CURRENCY, SUITABILITY, AVAILABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR TRADE USAGE).. IN NO EVENT WILL ONS BE LIABLE FOR ANY LOST, DELAYED, OR DIMINISHED PROFITS OR OPPORTUNITIES OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OUT OF THESE TERMS, THE CERTIFICATION MARKS, OR THE PROGRAM, REGARDLESS OF THE LEGAL THEORY AND EVEN IF ONS WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF THOSE DAMAGES. ONS'S TOTAL LIABILITY, IF ANY, ARISING OUT OF THE TERMS, THE CERTIFICATION MARKS, OR THE PROGRAM WILL NOT EXCEED THE FEES THAT PAID TO ONS FOR THE APPLICABLE 1-YEAR LICENSE PERIOD GIVING RISE TO THE LIABILITY.

12. **Indemnification.** The Publisher shall defend and indemnify ONS (including its affiliates and its and their directors, officers, employees, agents, and representatives) from and against claims, actions, damages, liabilities, losses, fines, penalties, costs and expenses (including ONS's legal fees) arising out of or related to: (a) the Publisher's violation of these Terms; (b) the Publisher's use of the Certification Marks or benefits other than as provided in these Terms; (c) materials bearing the Certification Marks or any products or services promoted through such materials; (d) links or the content of any sites linked by the Publisher in connection with the Publisher's use of the Marks; and (e) the Publisher's acts or omissions, including its negligence, willful misconduct, or violation of any applicable law or regulation. ONS shall give the Publisher prompt written notice of the claim for which indemnification is sought. ONS may, in its sole discretion (a) participate in the defense of the claim and engage counsel of its choice at its own expense, or (b) assume control of the defense of the claim, in which case the Publisher shall pay ONS's reasonable legal fees. The Publisher shall furnish to ONS all relevant information and cooperate with ONS as required. The Publisher shall not settle any claim in any way that adversely affects ONS's rights without ONS's prior written consent.

13. **Changes to Terms.** ONS may revise these Terms at any time in its sole discretion. ONS will notify the Publisher if as a result of any revisions use of the Certification Marks becomes inconsistent with these Terms. Immediately upon notice, the Publisher shall cease use of the Certification Marks unless otherwise authorized by ONS in writing (which ONS may condition on a review of the Publisher's materials), except that the Publisher will have no obligation to recall any materials that display the Certification Marks that have been distributed to the public unless directed by ONS in writing.

14. **Disclosure.** ONS may disclose information about the Publisher as necessary in connection for ONS to administer these Terms and use of the

Certification Marks.

15. **Costs.** The Publisher is solely responsible for all costs and expenses that the Publisher incurs in connection with applying to use and using the Certification Marks, including but not limited to costs and expenses incurred in submitting materials to ONS, as a result of ONS rejecting an application, or in the time it may take for ONS to process an application.
16. **No Assignment.** The Publisher shall not assign its license to use the Certification Marks, whether by merger (whether the Publisher is the surviving or disappearing entity), consolidation, operation of law, or any other manner, except with ONS's prior written consent. Any purported assignment in violation of this prohibition will be void. For purposes of these Terms, a "change in control" is deemed an assignment.
17. **Governing Law; Jurisdiction.** Excluding its conflict of law principles, Pennsylvania law governs these Terms. The Publisher shall, and ONS may, commence any action arising out of or related to these Terms or the Certification Marks in the state or federal courts in Allegheny County, Pennsylvania. In connection with any such action, the Publisher hereby waives objections as to venue, personal jurisdiction, and inconvenience of the forum. ONS may bring an action against the Publisher or the Publisher's property in the courts of other jurisdictions.
18. **Enforcement.** If ONS seeks to enforce these Terms, the Publisher shall not: (a) object to the ONS's request for injunctive relief on the grounds that equitable remedies are not appropriate; or (b) require ONS to post a bond or other security. If ONS succeeds in enforcing these Terms, the Publisher shall pay ONS's costs and expenses, including ONS's reasonable legal fees.
19. **General.** If a court of competent jurisdiction determines that any provision of these Terms are illegal or unenforceable, the other provisions of these Terms will remain in force and the provision at issue be reformed and enforced to the maximum extent permissible under law. ONS's delay or failure to exercise its rights will not constitute a waiver of its rights. These Terms or the Publisher's use of the Certification Marks does not create any agency, partnership, or joint venture relationship between the Publisher and ONS. These Terms do not contemplate any third-party beneficiaries. These Terms are the entire and exclusive agreement of the parties relating to the subject matter hereof, superseding all other oral or written agreements relating thereto. These Terms take precedence over any conflicting terms contained in any document submitted to ONS by the Publisher, such as a Master Services Agreement, Statement of Work, purchase order, or other document, regardless of when that document is executed. These Terms cannot be modified by printed or handwritten additions, changes, or strikethroughs.

Version 2.0

Updated: September 11, 2020