


SNG™ CERTIFIED ACCESSIBLE TRAVEL ADVOCATE PROGRAM LOGO AGREEMENT
Terms and Conditions

THIS AGREEMENT GOVERNS YOUR USE OF TRADEMARKS, LOGOS, DESIGNS, AND OTHER INTELLECTUAL PROPERTY OWNED, LICENSED TO OR USED BY SPECIAL NEEDS GROUP, INC. (“SNG Marks”) AND IS ENTERED INTO AS OF THE DATE OF YOUR CERTIFICATION.

License Grant

1. “SNG Marks” include SPECIAL NEEDS GROUP™, SNG™, SPECIAL NEEDS AT SEA™, ACCESSIBLE TRAVEL ADVOCATE™,  and all related or applicable logos, designs and/or other intellectual property owned or used by Special Needs Group, Inc., whether now or in the future. SNG reserves the right at any time to add to the list of licensed SNG Marks.
2. Subject to the terms and conditions of this Agreement, SNG hereby grants You a limited, non-exclusive, non-sublicenseable and non-transferable license to use the SNG Marks (a) on Your website; and (b) in electronic and printed advertising, publicity, business cards, newsletters and mailings solely in connection with publicizing that You are a SNG Certified Accessible Travel Advocate.
 - a. You must reproduce the SNG Marks without distortion or variation as to color, text or design, including the exact reproduction of any proprietary markings or legends and including the appropriate ® or ™ symbol at the first and most prominent reference, or as soon as practicable thereafter.
 - b. You may not incorporate the SNG Marks into any other mark or graphical element and You may not animate, morph or otherwise distort their perspective or two-dimensional appearance.
 - c. You must use your best efforts to include a statement of ownership when displaying or reproducing any of the SNG Marks. The statement should read: “[THE APPLICABLE SNG MARK(S)] are trademarks or registered trademarks of Special Needs Group, Inc.” If it is not feasible to include the attribution statement, it is acceptable to use a general-purpose attribution statement to distinguish the SNG Marks from others in a form such the following: "All other trademarks are the property of their respective owners."
 - d. Should You at any time or for any reason wish to use, refer to, include or incorporate any of the SNG Marks in any media, product, merchandise or exhibit other than that specifically described in this paragraph (“Additional Promotional Items”), You must first receive prior written permission of SNG and SNG may, at its option, require purchase of any Additional Promotional Items exclusively through SNG Authorized Distributors.
3. You agree, represent and warrant that: You will not:
 - a. use the SNG Marks except as expressly authorized in this Agreement;
 - b. authorize or allow any third party use the SNG Marks;
 - c. take any actions inconsistent with SNG’s ownership of the SNG Marks and any associated registrations;
 - d. attack the validity of the SNG Marks, SNG’s ownership thereof, or any of the terms of this Agreement;
 - e. infringe upon any SNG intellectual property or other rights;
 - f. violate any state, federal or foreign law or regulation; nor
 - g. assist any third party to do any of the same. You will not use any of the SNG marks in a manner that implies, represents or misrepresents that (a) SNG endorses or recommends the services provided by You or by Your employer; or (b) that SNG and You have entered into a joint venture, partnership, or any other relationship other than that described in this Agreement. You will take all reasonable efforts to prevent Your employer, if any, from using the SNG Marks in its advertising, promotion or marketing in any way other than to indicate that You are a SNG Certified Accessible Travel Advocate.
4. You acknowledge and agree that:
 - a. the SNG Marks are owned solely and exclusively by SNG;
 - b. except as set forth herein, You have no rights in or to the SNG Marks; and
 - c. all goodwill arising out of the use of the SNG Marks by You will inure to the benefit of SNG.
5. You will not use, register or attempt to register any:
 - i. SNG Marks or trademarks or domain names that are confusingly similar to any of the SNG Marks;
 - ii. Claim any interest in, or contest the use of, or otherwise adversely affect the validity of any SNG Marks; or
 - iii. engage, participate or otherwise become involved in any activity or course of action that diminishes and/or tarnishes the image and/or reputation of any of the SNG Marks anywhere in the world.
6. You agree to cooperate fully with any request by SNG to review any materials reflecting the SNG Marks and to promptly make any changes required by SNG to conform to this Agreement.

Confidentiality

7. You agree to hold all information communicated by SNG, whether written or oral or in any media whatsoever, including without any limitation any exam materials, (the "Confidential Information"), in strict confidence, not to disclose, distribute or disseminate the Confidential Information or information derived therefrom in any way to any third party and not to use the Confidential Information for Your own benefit or the benefit of others, or for any purpose except in connection with the purposes of this Agreement. You agree to use Your best efforts to protect all Confidential Information and in any event, to take precautions at least as great as those taken to protect Your own information of a similar nature. You agree that the terms and conditions of this Agreement will be Confidential Information. Upon SNG's request, You will return all materials, in any medium, that contain, embody, reflect or reference all or any part of any Confidential Information. You acknowledge that breach of this provision may result in irreparable harm to SNG, for which money damages may be an insufficient remedy, and therefore SNG will be entitled to seek injunctive relief to enforce the provisions of this Section.

Term and Termination

8. SNG may, in its sole discretion, terminate this Agreement immediately or at any time upon the occurrence of any one of the following events:

- a. A breach of this Agreement by You;
- b. misrepresentation by You that You are a Certified Agent;
- c. the existence of adverse publicity in SNG's opinion regarding You, Your employer or SNG arising out of, or in connection with, the provision of services by You;
- d. use of the SNG Marks by You in a manner that SNG believes would potentially injure SNG's reputation; or
- e. failure of You to comply with the requirements of SNG's Certification Program.

Upon termination of this Agreement, You will immediately cease use of the SNG Marks and will cease to represent Yourself as a SNG Certified Agent. All unused promotional and marketing materials containing the SNG Marks will be destroyed within ten (10) days of termination.

SNG Warranties and Limitation of Liability

9. **THE SNG MARKS ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SNG HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SNG MARKS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, SECURITY AND TITLE AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN NO EVENT WILL SNG BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR ANY OTHER CAUSE OF ACTION RELATING TO THE FEEDS HEREUNDER OR OTHERWISE RELATING TO THIS AGREEMENT, EVEN IF SNG HAS BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SNG BE LIABLE TO YOU IN AN AMOUNT GREATER THAN ONE HUNDRED DOLLARS (\$100.00). THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.**

Indemnification

10. You will indemnify and hold SNG, its affiliates and respective officers, directors, agents, contractors, licensee, employees, successors, assigns and other representatives harmless from and against any and all claims, demands, actions, losses, liabilities, expenses (including reasonable legal fees and expenses), suits and proceedings arising from the infringement of any trademarks or third property intellectual property rights or otherwise related to, arising as a result of Your being a SNG Certified Accessible Travel Advocate, or Your use of the SNG Marks under this Agreement or otherwise.

Independent Contractor

11. Your relationship with SNG will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employer-employee relationship between SNG and You. You are not the agent of SNG and are not authorized to make any representation or commitment on behalf of SNG. Neither this Agreement nor any rights, licenses or obligations hereunder may be assigned by You. Any attempted assignment in violation of this Agreement will be null and void and without effect.

Jurisdiction and Venue

12. This Agreement and performance under it will be interpreted, construed and enforced in all respects exclusively in accordance with the laws of the State of Florida. The parties agree to first consult with one another to resolve any controversy regarding the terms of this Agreement and if no resolution results from such consultation any such controversy will be resolved by a Court located within Broward County, State of Florida., USA.

Miscellaneous

13. SNG may amend this Agreement at any time, at its sole election and discretion. If You do not agree to any such amendment, Your sole remedy is to immediately terminate this Agreement upon written notice to SNG.

14. You may in no event amend or otherwise alter this Agreement.

15. Your obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to SNG for which there will be no adequate remedy at law; and, in the event of such breach, SNG will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

16. If this Agreement is transmitted and entered into electronically, You hereby waive any right to challenge the validity and enforceability of this Agreement on the grounds that this Agreement was transmitted and entered into electronically. SNG and You agree that entering into this Agreement electronically is equivalent to signing the Agreement. Failure to enforce any of the terms or conditions of this Agreement will not constitute a waiver of any such terms or conditions, or of any other terms or conditions.

17. This Agreement constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. You acknowledge that this Agreement reflects an informed, voluntary allocation between SNG and You of all risks (both known and unknown) associated with the SNG Certification Program, SNG Services and this Agreement. .