



Terms and Conditions for the use of Exercise is Medicine Australia (EIM) intellectual property

Parties: This agreement is between Exercise is Medicine Australia (EIM) on behalf of the American College of Sports Medicine;

and all persons wishing to use/apply the EIM Australia Network logo.

1. Ownership

1. EIM is the owner of all intellectual property rights and interests including but not limited to all trade marks whether registered or unregistered, copyright material, patents or designs that are created by or for EIM and/or utilised by EIM, including any future rights or interests that EIM may gain from time to time (the EIM 'Intellectual Property').

2. Acceptance of Terms and Conditions

1. By signing up for Exercise is Medicine® Australia Network (EIM), you are agreeing that you support EIM's three guiding principles:
 1. Exercise and physical activity are important to health and the prevention and treatment of many chronic diseases.
 2. More should be done to address physical activity and exercise in health care settings.
 3. Encouragement of ESSA, ACSM and AMA's efforts to bring a greater focus on physical activity and exercise in health care settings.

In addition, we invite and encourage you to commit to as many of the following practices as possible:

- a) Designate one member of your organisation as the EIM point of contact.
- b) Place the EIM logo on your website, linking to the EIM Australia website

- c) Send a notification to your members or constituents about your support for the EIM program, providing them with relevant EIM resources and encouraging them to sign up as an EIM supporter.
2. Your access to/and use of the EIM Intellectual Property is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained herein ("the **Terms and Conditions**").
3. Your use of and/or continued access to the EIM Intellectual Property constitute your agreement to the Terms and Conditions. EIM may amend the Terms and Conditions at any time by posting amended Terms and Conditions on the EIM website. The fact that the Terms and Conditions have been changed will be highlighted, in respect of any changes made within the previous 30 days. The amended terms and conditions will be effective immediately and you will be bound by the amended Terms and Conditions from that time. The Terms and Conditions may not be amended otherwise. You should visit the EIM website periodically to review the Terms and Conditions. If you breach any of the Terms and Conditions your right to use and access EIM Intellectual Property automatically terminates and EIM reserves all other rights or remedies it may have against you in relation to such breach.

3. Restrictions on use

1. You may not frame, post, upload, transmit or in any way use the EIM Logo/s or EIM Intellectual Property, unless it is provided for in these Terms and Conditions or it is expressly authorised in writing by EIM;
2. You may not modify the EIM Logo/s in any way

4. Permitted purpose

1. The EIM Intellectual Property must be used solely for the purpose of: Promoting the EIM Australia project, resources and website.
2. You must immediately notify EIM if you suspect or discover that the EIM trade mark(s) or other EIM Intellectual Property have been accessed or used for any purpose other than the Permitted Purpose.

5. Licence

1. EIM, grants you a licence to use the trademarks of EIM for the Permitted Purpose, subject to the Terms and Conditions ("the Licence").
2. The Licence commences when you receive a copy of the trade marks from EIM.

6. Limitation of liability

1. EIM expressly disclaims all liability to you for any damages whatsoever (including, without limitation, loss of data, loss of profits and incidental or consequential damages) resulting from the access or use of, or inability to access or use, the Logo(s).

7. Indemnity

1. You agree to fully indemnify EIM against any loss, damage, liability and costs that EIM may sustain as a result of any breach by you of any of the Terms and Conditions or of any applicable laws.

8. Termination

1. The Terms and Conditions are effective until terminated by EIM. EIM may terminate this agreement and your access to the Logo at any time without notice. A breach of any of the Terms and Conditions may result in immediate termination of this agreement. In the event of termination, you are no longer authorised to access or use the EIM Intellectual Property. All restrictions imposed on you, disclaimers and limitations of liability set out in the Terms and Conditions will survive termination.

9. Severability

1. If any provision of this Agreement is held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it must be severed so that the validity and enforceability of the remaining provisions are not affected.

10. Governing law

1. This Agreement must be read and construed according to the laws of the State of Queensland and the parties submit to the jurisdiction of that State and the Commonwealth of Australia.

I, _____ agree to the Terms and Conditions for the use of the EIM logo.

Signature

Date