



USE OF CANINE GOOD CITIZEN® AND AKC S.T.A.R. PUPPY® LOGOS AND PROGRAM NAMES

Dear Prospective CGC™ Evaluator,

We are looking forward to working with you! If your application is approved, you will be able to use the Canine Good Citizen® and AKC S.T.A.R. Puppy® Marks (program names and logos) to promote your training and testing as long as your evaluator status remains current.

Please read the following and let us know if you have any questions. The marks may not be used to produce products such as t-shirts, hats, DVD's, etc.

When you sign your CGC™ Evaluator application, you will attest that you have read the following.

If you have any questions, please email us at cgc@akc.org

Canine Good Citizen® and AKC S.T.A.R. Puppy® Marks Terms of Use

By using the AKC-provided Canine Good Citizen® and AKC S.T.A.R. Puppy® names, trademarks and logos (the "CGC™ Marks"), you agree to each of the terms, representations and conditions set forth in this Terms of Use and agree to abide by the AKC's Bylaws, rules, regulations, and procedures as set forth in the AKC Charter and Bylaws, rules, regulations, published policies and guidelines. AKC reserves the right to modify these Terms of Use at any time without prior notice. Your use or continued use of the CGC™ Marks following any modification constitutes your agreement to be bound by the Terms of Use as modified. Please read the Terms of Use carefully. If you do not agree to the terms, representations and conditions stated in this Terms of Use, you should not check the "I have read and agree to the above Terms of Use." Failure to comply with any part of the Terms of Use may result in the revocation of AKC's approval of you as a

Canine Good Citizen® and AKC S.T.A.R. Puppy® evaluator, as well as in the AKC pursuing all other available remedies. Subject to the terms of this Terms of Use, AKC grants to you, and you accept, a non-exclusive, non-transferrable, limited, royalty free license to use the CGC™ Marks solely for the purposes of identifying you as an AKC approved Canine Good Citizen® and AKC S.T.A.R. Puppy® evaluator and to promote the programs for the period of time during which you are an approved CGC™ and AKC S.T.A.R. Puppy® evaluator including during any renewal periods. If you are approved for renewal as an AKC approved Canine Good Citizen® and AKC S.T.A.R. Puppy® evaluator, you must review this agreement (and sign the renewal form stating you have done this) in order to continue your use of the CGC™ Marks.

- I represent that I am an AKC approved Canine Good Citizen® and AKC S.T.A.R. Puppy® evaluator.
- I represent that I will promote AKC programs and services, including AKC dog registration, to my clients.
- I represent that I am currently in good standing with the AKC.
- I represent that any materials or electronic media in which the CGC™ Marks will be displayed does not and will not promote interests in conflict with the AKC, including but not limited to the promotion of animal rights group interests.
- I agree not to alter the CGC™ Marks content, color, and size. I agree to display the CGC™ marks exactly as they appear in the AKC-provided file with the use of ® or ™ as shown.
- I agree to use the CGC™ Marks as an adjective and not as a noun (for example: “Your dog passed the Canine Good Citizen® test.” and not “Your dog is a Canine Good Citizen®.”)
- I agree not to forward, share, allow access or give the CGC™ Marks to anyone else.
- I agree to immediately remove the CGC™ Marks from my material(s) should my AKC CGC Evaluator status change or upon request of the AKC. Upon termination all rights granted hereunder shall revert to the AKC.
- I agree to use the AKC-provided CGC™ Marks if used in electronic media with a link to www.akc.org embedded.
- I agree that my material(s) and electronic media do not and will not contain any defamatory, scandalous, inflammatory, profane, pornographic, obscene, indecent or unlawful website or material; will not be used in or associated with any manner that disparages or adversely affects the name, reputation and goodwill of AKC; will not be used in or associated with any manner that falsely represents or misleads the public regarding AKC; and will not be used in or associated with any manner which infringes or violates the rights of a third party.
- I understand that the AKC will not provide any technical support for my use of the CGC™ Marks.
- I agree that AKC shall not be liable for any content on my website or for any loss or damage resulting from use of the CGC™ Marks. I agree to indemnify, defend and hold harmless AKC against all claims, actions or

proceedings, including but not limited to expenses, costs and attorneys fees, arising out of or based on use of the CGC™ Marks.

- I agree that my use of the CGC™ Marks shall inure to the benefit of AKC. (e.g., marks will not be used in a derogatory manner).
- I agree to provide representative samples of written advertising, marketing, screenshots or links to electronic media or other materials displaying the CGC™ Marks if requested.
- Notwithstanding anything in this Terms of Use, AKC shall remain the sole owner of all rights in and to its name, trademarks and logos, as the same now exists or as that may hereafter be modified, including all rights in and to any copyright, trademark, service mark, and/or like right pertaining thereto.
- This Terms of Use shall be governed by and construed in accordance with the internal substantive laws of the State of New York. I hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America located in the State of New York for any litigation arising out of or relating to this Terms of Use and the use of the CGC™ Marks (and agree not to commence any litigation relating thereto except in such courts). I waive any objection to the venue of any such litigation in the New York courts and agree not to plead or claim in any New York court that such litigation brought therein has been brought in an inconvenient forum.

I have read and agree to the above Terms of Use. (Your signature on the CGC™ Evaluator application attests that you have read these Terms of Use).