

HONDA CANADA INC.

ProFirst Collision Repair facility Program

Certified by Honda Canada Inc.

APPLICATION AND TERMS AND CONDITIONS 2019

Effective: October 31, 2019 Ver. E-1.5



Certified by Honda Canada Inc.



ProFirst Collision Repair Facility Program Application And Acceptance of Terms and Conditions

By electronically signing the ProFirst Certified profile below, the collision repair facility identified herein (the "repair facility") states to Honda Canada Inc., ("Honda Canada") that it wishes to be designated as a ProFirst Certified Collision Repair facility and agrees that, if so designated, it will be bound by the terms set forth in the ProFirst Collision Repair Facility Program application and Terms and Conditions and all exhibits and appendices hereto and any related documents, and comply with any and all requirements for participation in the ProFirst Collision Repair Facility Program, as may be amended from time to time in Honda Canada's sole discretion (the "Program Requirements") (all of the foregoing, collectively, the "Agreement").

This Agreement represents the entire agreement concerning the ProFirst Collision Repair Facility Program (the "Program") between the repair facility and Honda Canada and supersedes any prior proposal, representation, or understanding between the parties. This Agreement is entered into effective as of the date of the repair facilities electronic signature below.

Name of Collision Facility: _____ (the "Repair facility")
Address: _____
Phone Number: _____
Email Address: _____
Contact Person: _____
Signature: _____ Date: _____
Print Signature Name: _____
Dealer Name: _____
Dealer Contact: _____

Acceptance of the repair facility as a Certified ProFirst Collision Repair Facility is subject to Honda Canada's prior approval, which may be granted or denied in Honda Canada's sole discretion.

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1.0 PROGRAM PURPOSE

The purpose of the Certified ProFirst Collision Repair Facility Program is three-fold:

- a) Promote the correct, complete, and safe repair of Honda and Acura vehicles.
- b) Provide support to those collision repair businesses who have demonstrated a commitment to a high level of customer care and satisfaction.
- c) Provide Honda and Acura owners with a high level of confidence that their collision-damaged vehicle will be repaired in a complete and safe manner.

2.0 PROGRAM ADVANTAGES

If the Repair facility qualifies for participation in the Program, it can enjoy the following Program advantages:

- a) Increased recognition of the Repair facilities professionalism.
- b) Promotion of customer confidence and loyalty.
- c) Increased opportunities to reach more potential customers.
- d) Additional, cost-saving tools enabling a better repair.

3.0 PROGRAM BENEFITS

If the Repair facility qualifies, it will become eligible to receive the following Program benefits:

- a) A listing on Honda Canada's Collision Repair Facility Locator website including the Repair Facilities name and contact information, identifying it as a Certified ProFirst Collision Repair Facility. (Note: Unless such repair facility requests that it not be listed on Honda Canada's Repair Facility Locator website, a collision repair facility name that includes the name of a non-Honda Canada brand of automobile will be truncated to delete the non-Honda Canada brand name from the Collision Repair Facility Locator listing. For example, "Sam's Toyota-Lexus Body Repair facility" will be listed as "Sam's Body Repair facility.").
- b) Access to the Honda and Acura electronic parts catalog (EPC) through APB.
- c) Access to Honda and Acura service and repair information through the Honda's Service Express portal, including: mechanical repair information, collision repair information, electrical wiring diagrams, Service Bulletins, Service News, and Body Repair News bulletins.
- d) Access to all Press Releases, Position Statements, Body Repair News bulletins and other collision-related industry communications issued by Honda Canada.
- e) The right to publicly display an attractive plaque that signifies the Repair facilities status as a Certified ProFirst Collision Repair Facility. (The plaque shall at all times remain the property of Honda Canada).
- f) Access to the New ProFirst Certified logo for use by the Repair facility for advertising purposes.

Note: The ProFirst Collision Repair Facility Locator website may be promoted to Honda and Acura owners by various means and media as determined by Honda Canada.

Note: The number of ProFirst Collision Repair Facilities maybe limited by metro area at the discretion of Honda Canada.

4.0 COLLISION REPAIR FACILITY ELIGIBILITY

The Certified ProFirst Collision Repair Facility Program is available to qualified collision repair facilities, whether Honda/Acura dealer-owned or affiliated, independently owned, or part of an MSO group operating within any of the 10 Province's or 3 Territories. A collision repair facility will be considered eligible if its primary commercial business is the repair and/or restoration of motor vehicles damaged as a result of a collision or comprehensive damage.

5.0 INELIGIBLE REPAIR FACILITIES / ENTITIES

For the purpose of the Certified ProFirst Collision Repair Facility program, the following accounts / repair facilities are ineligible:

- a) Any collision repair facilities or collision repair facilities operating outside of Canada.
- b) Parts Re-distributor: Any business purchasing parts for the purpose of re-distributing them through an alternative distribution channel.
- c) Parts Wholesaler: Any business purchasing parts for the purpose of wholesaling them to a collision repair facility thereby serving as an alternative distribution channel.
- d) Parts Exporter: Any business, collision repair facility or otherwise, buying parts for the express purpose of re-sale or transferring those parts outside of Canada.
- e) Vehicle Exporter: Any sales to collision repair facilities or other similar businesses where the parts will be used to repair vehicles destined for export outside of Canada.
- f) Any repair facilities whose primary business is not collision repair including those businesses dealing in the retail sales and servicing of used vehicles.
- g) The Collision Repair Facility cannot be located at or attached to a competing automotive brand facility.

6.0 PROGRAM REQUIREMENTS

The repair facility must meet, and continue to meet the following requirements:

6.1 Basic Knowledge and Skill Requirements

In order to qualify, and continue to be qualified for the Certified ProFirst Collision Repair Facility program, the Repair facility must be at least one of the following:

- 1) Meet the current Certified Collision Care technical training requirements.
- 2) I-CAR Gold Class Certified Collision Repair.

6.2 Training Requirements

At least one estimator must complete and pass the Honda / Acura HON-series training classes. If the repair facility has two or more steel structural technicians, then the two structural technicians must complete and pass the training or one steel structural technician and one non-structural technician must complete and pass the training. If a repair facility is small and has only one steel structural technician listed with I-CAR, then it is only necessary for that one steel structural technician and estimator to complete and pass the training. Further, the same estimator or steel structural technician or non-structural technician must complete all required classes to be fully trained and meet program requirements.

The following classes must be completed as they are introduced: HON11e, HON12e, HON14e, HON15e, HON16e, HON17e, HON18e, HON19e, HON20e.

Additional Honda / Acura-specific classes will be introduced from time to time. The Repair facility will be advised via email as new classes are introduced and will have 120 days from the date that a given class is announced to complete the specified class in order to maintain its ProFirst Certified status.

For your convenience, these classes will be available on-line through I-CAR Canada

7.0 CSI System

The Repair facility must maintain a Customer Care (CSI customer contact) system. If the Repair facility already has a CSI system, it should address the questions listed below.

Questions, which should be asked of customers:

- 1) Did the quality of the repairs meet your expectations? (Yes/No)
- 2) Were you treated in a friendly, professional and helpful manner? (1-10) (10 being best)
- 3) Would you recommend this repair facility to your friends and family? (Yes/No)
- 4) Did the time it took to complete the repairs match your expectations? (Yes/No)

8.0 Tools and Equipment

Have and maintain a prescribed set of tools and equipment, which may change from time to time. (See separate list for current required tools and equipment – www.GetProFirstCertified.ca).

9.0 Facility Standards

Maintain prescribed facility standards. Standards will cover, but not be limited to the following areas:

- Cleanliness and suitability of the facility.
- Adequate parking.
- Adequate and safe storage for damaged vehicles.
- Personal safety for employees and customers.
- Service processes.
- Customer communication.
- Safe and efficient repair facility environment.

10.0 Repair facility Inspections

To determine the Repair facilities initial qualification, and for each succeeding year that the Repair Facility chooses to participate, the Repair Facility will be inspected by a third-party independent auditor to confirm that all Certification Requirements are being maintained, and that Collision Facility is following the Policies & Procedures, and are in compliance with the requirements of this Agreement.

The collision facility agrees that an authorized representative from Certified Collision Care and/or Honda Canada will be allowed to conduct on-site visits for the purpose of consultation and evaluation of the Program criteria required to achieve and maintain certification as a ProFirst Collision Repair Facility.

11.0 Parts Purchases

All ProFirst Certified Collision Facilities will purchase New Genuine Honda Parts from an authorized Honda/Acura Dealer in Canada. Note: Parts should be purchased from the ProFirst sponsoring Honda/Acura Dealership.

12.0 Parts Disclosure

The collision facility will provide a full disclosure in writing, on all customer estimates or invoices where non-OEM parts are specified and used for the collision repair.

13.0 Repair Processes

All Certified Collision Facilities must agree to strictly adhere to the repair processes contained within Service Express – Honda’s Information System (“SIS”) – including the use of procedures, materials, position statements, tools and equipment specified therein. Honda/Acura owned repair facilities must have access to ESIS and must assign ESIS ID’s for collision Facility staff. (Techs, Estimators, Parts Staff etc).

14.0 Multiple Locations

The Collision Facility acknowledges that, if it owns, manages or operates multiple locations, the terms of this agreement will only apply only to the individual facility certified pursuant to this agreement, and only such facility may be represented as a certified ProFirst Collision Repair Facility.

14.1 "chasers"

Approved ProFirst Collision Repair Facilities must not own or contract to the repair facility any towing service where the tow truck driver(s) are paid a referral fee to have the damaged vehicle towed to the repair facility.

15.0 Service Express

Information is copyright protected. Honda is the copyright owner of all materials on this site and no portion of this site, including, but not limited to, the text, images, audio, or video, may be used in any manner, or for any purpose, without Honda's express written permission, except as provided for herein. Without in any way waiving any of the foregoing rights, you may print copies of the ServiceExpress diagnostic and repair information for local use, provided you do not delete or change any copyright, trademark, or other proprietary notices. Modification or use of the material on this site for any other purpose violates Honda’s legal rights. Except for copies printed for local use and not for resale, no part of this information may be reproduced, downloaded and stored in a retrieval system, or transmitted, without the prior written permission of Honda. By entering this site, you acknowledge and agree that any name, logo, trademark, or service mark contained on this site is owned or licensed by Honda and may not be used by you without prior written approval. Honda will aggressively enforce its intellectual property rights to the full extent of the law. Sound, graphics, charts, information, or images of places or people are either property of Honda or used on this site with permission. Your use of any of these materials is prohibited unless specifically provided for on the site. Any unauthorized use of these materials may subject you to penalties or damages, including but not limited to those related to violation of trademarks, copyrights, privacy, and publicity rights.

One user per subscription. Your subscription to ServiceExpress allows personal access to the web site. A subscription is not a site license or group account. You will receive a Username and Password upon ProFirst Certification. You are fully responsible for all activities that occur under your Username or Password.

Use at your own risk. By entering this site you acknowledge and agree that your use is at your own risk and that none of the parties involved in creating, producing, or delivering this site is liable for any direct, incidental, consequential, indirect, or punitive damages, or any

other losses, costs, or expenses or any kind (including legal fees, expert fees, or other disbursements) which may arise, directly or indirectly, through the access to, use of, or browsing of this site, or as expressly prohibited, through your downloading of any materials, data, text, images, video or audio from this site, including but not limited to anything caused by any viruses, bugs, human action or inaction, or any computer system, phone line, hardware, software, or program malfunctions, or any other errors, failures, or delays in computer transmissions or network connections.

Web site usage may be monitored. The URLs of the machine originating the request, and the time of the request are monitored to track site and user activity. This is accomplished through the use of cookies. Most browsers are initially set to accept cookies, and cookies are required for the proper function of ServiceExpress. Use of this web site constitutes consent to such monitoring.

16.0 OUTSTANDING CAMPAINS

All ProFirst Certified Collision Facilities must include a review of outstanding campaigns on any Honda or Acura vehicle being repaired with their sponsoring dealer as part of their quality control process. This can be accomplished by checking the Honda Canada's website at: <https://www.Honda.ca/recalls> or <https://www.Acura.ca/recalls>. Alternatively, a simple phone call or e-mail to the dealer with the vehicle VIN is possible and the customer must be informed of any outstanding campaigns.

The facility must refer all vehicles to the sponsoring dealer for all coding and programming updates related to the collision repair.

17.0 INSURANCE REQUIREMENTS

17.1 Insurance Coverage - During the term of this Agreement, the Collision Repair Facility shall arrange the following insurance, at its own cost:

- a) Property and Equipment Insurance, the Collision Repair Facility shall keep the Collision Repair Facilities Premises and the Products and tools in the Collision Repair Facilities possession insured, by maintaining an "All risks" property insurance policy including (but not limited to): flood, earthquake, business interruption, machinery and equipment breakdown, hail, windstorm and sewer back up, at full replacement value, against loss or damage.
- b) Commercial General Liability Insurance written on an occurrence basis form, having a limit of at least \$5,000,000. The Commercial General Liability Insurance shall include, but not be limited to the following liability coverages: Personal Injury, Employer's Liability, Occurrence Property Damage, Broad Form Property Damage, Blanket Contractual, Products and Completed Operations Liability, Collision Repair Facilities Protective Liability, Cross Liability, Bodily Injury, Non Owned Automobile, Medical Payments and Employees as Additional Insureds, and
- c) Automobile Liability Insurance having a limit of at least \$2,000,000
- d) Garage Automobile Liability having a limit of at least \$5,000,000. The Garage Automobile Liability insurance shall include, but not be limited to the following coverages: Third Party Liability including Bodily Injury and Property Damage, Liability

for loss or Damage to a Customer's Automobile while in the Care, Custody or Control of the Insured, including theft of Customer Automobile.

- e) Third Party Crime Insurance, including Client Coverage, Employee Theft and third party crime coverage, having a limit of at least \$150,000 for any one loss.

17.2 Insured Status Clause

The policies of insurance shall name Honda Canada Inc. as an additional insured and shall include a waiver of subrogation in favour of Honda Canada Inc.

17.3 Certificates of Insurance

All insurance shall be written by insurers licensed to do business in Canada and approved by Honda Canada Inc. The Collision Repair Facility shall ensure that Honda Canada Inc. receives copies of certificates of all insurance. The policies shall be endorsed to provide that in the event of any change which could affect the liability of the insurer to the Collision Repair Facility or the amount of proceeds, or in the event of their cancellation, the insurer will give notice by registered mail to Honda Canada Inc. not less than thirty (30) days prior to the effective date of such change or cancellation.

17.4 Workers' Compensation Insurance Coverage

If required by law, Workers' Compensation Board coverage in the appropriate province will be obtained by the Collision Repair Facility for all employees or the Collision Repair Facilities involved in supplying the Contract Services hereunder.

Failure to Maintain Insurance Requirements

Failure comply with the above requirements could result in cancellation of the Repair Facilities Program access.

18.0 PROGRAM FEE

The fee for the Program is currently \$3,950 (+ applicable taxes) per repair facility per year due and payable prior to the Repair facilities first inspection, and on each anniversary of the Repair facilities first entry into the Program. This fee includes the use by the Repair facility of all collateral materials and services provided by Honda Canada including plaque, signage if provided, etc. (which materials are and shall remain the property of Honda Canada) and one inspection visit from a ProFirst audit administrator for the purpose of verifying compliance with the Program terms and conditions **Any entry fee(s) previously paid will not be refunded in the event of disqualification from the Program.**

- The participation fee is not refundable in full or in part
- The participation fee is not negotiable.
- Fees exclude taxes.

19.0 PROGRAM PERIOD

The Program Period will be one year from the Repair facilities first entry into the Program (the "Start Date"), which will be the date on which Honda Canada notifies the Repair facility of its acceptance as a participant in the Program. For example, if the

Repair facility is notified of its ProFirst Certified status on Nov. 15, 2019, its status will expire on Nov. 14, 2020. This Program Period may be shortened by the following:

- If the Repair facility fails to maintain its training requirements, i.e I-CAR Gold Class® status
- If the Repair facility fails to comply with the Program’s training requirements within 120 days of the training being announced. (This includes at least one estimator and at least two structural steel technicians or one steel structural technician and one non-structural technician.)

If either of the two conditions above are met, the Repair facility will be disqualified from the Program.

20.0 DATA EXCHANGE

- a) Participating repair facilities may be required to install Cyncast EMS data connector in order to send EMS estimate files to accommodate a CSI system to be named at a later date.
- b) Participating repair facilities also acknowledge and authorize that Honda Canada may require “identified format data” stating location(s), name and other identifiable information related to business operations. Participating repair facilities acknowledges that data integration software may be required to be installed, or activated, at its location in order to assemble the required data. Participating repair facilities agree to activate or provide access as required and authorizes Honda Canada, or its representatives, such access.

21.0 REPAIR FACILITY OWNERSHIP CHANGES

- a) If a participating ProFirst Certified Repair facility changes ownership, and/or changes its Doing Business As (DBA) business name, Honda Canada must be notified immediately by contacting Program Administrator at Collision_info@CH.Honda.com.
- b) The Repair facilities participation, under the old name, will be removed from the Program. If the Repair facility wishes to continue with the Program, they must re-register and re-qualify under the new name.

22.0 PROGRAM TERMINATION

The Repair facilities participation in the Program will terminate upon any of the following occurrences:

- On the anniversary of the Start Date if the Repair facility fails to renew its participation in the Program in accordance with the renewal process described above.
- The Repair facility fails to meet any Program Requirements.
- The Repair facility fails to act in good faith.
- The Repair facility commits fraud or otherwise engages in other dishonest conduct relative to the Program.
- Customer satisfaction is consistently below acceptable standards, as determined by Honda Canada.

The ProFirst Certified plaque, all signage if provided, and collateral materials remain the property of Honda Canada and upon termination or expiration of the Repair facilities participation in the Program must be destroyed or returned to Honda Canada pursuant to Honda Canada's instructions. (See below – Cessation of Use and Return/Destruction of ProFirst Certified Signage and Collateral Materials).

Written Notice of Suspension

You understand and agree that your ProFirst Certification will be suspended in accordance with the provisions of this Agreement within fourteen (14) days following receipt of written notice from Honda Canada. Honda Canada will provide the reasons for such suspension within the written notice.

23.0 Corrective Action Plans and Transition Plans

The Corrective Action Plan (CAP) may involve actions to resolve particular instances of unfulfilled Certification Requirements, breaches of this Agreement, one or more repair deficiencies, administrative methods and practices, or other such procedural matters. It may also involve a Transition Plan to achieve a certain outcome of repair facility credentials such as I-CAR Gold Class, or technical capability including such items as staff training and development, installation of equipment's, or introduction of new processes. Repair facilities following a CAP process Plan, agreed to by Honda Canada, are considered in good standing per the terms of this Agreement.

A Corrective Action Plan may note exceptions to and restrictions on certain provisions of this Terms & Condition Agreement. Honda Canada is the final arbiter of what constitutes an appropriate Corrective Action Plan. Collision Facilities are responsible for completing all actions/tasks in the Corrective Action Plan in the timelines required to resolve the matter(s). Collision Facilities must submit CAPs to ProFirst Administrator no later than 30 calendar days after notifications have been filed with the Collision facility. Failure to meet the requirements in the Corrective Action Plan in the timelines provided may be grounds for suspension of your ProFirst Certification. Note: There may be charges/fees associated with the CAP.

For clarity, Honda Canada will normally attempt to correct deficiencies with Corrective Actions Plans; notwithstanding anything else in this Agreement, Honda Canada is not required to utilize a Corrective Action Plan prior to suspending your ProFirst Certification or terminating this agreement.

24.0 AUDIT PROCESS

Honda Canada reserves the right to audit any and all Program elements or pursuant transactions or any other data that Honda Canada, at its discretion deems pertinent, for the purposes of maintaining Program integrity and determining the Repair facilities qualifications.

25.0 PROGRAM PARTICIPANTS

Participants in the Certified ProFirst Collision Repair Facility program may include:

Certified Collision Care
410 - 1063 King St W
Hamilton, ON
L8S 4S3
Canadian Office : 289-309-5200
canadainfo@assuredperformance.net

I-CAR Canada
1400-180 Elgin Street
Ottawa ON K2P 2K3
Telephone: 1-800-808-2920
Fax: 613-728-6021
E-mail: collisiontraining@aiacanada.com

AutoHouse Technologies Inc.
201 - 1551 Johnston Street
Vancouver, BC Canada V6H 3R9
Tel: 1-800-790-6899
E-mail: info@autohousetechnologies.com

26.0 TRADEMARK LICENSE AND USE GUIDELINES

Provided that the Repair facility qualifies and is accepted for Certified ProFirst Collision Repair Facility Program pursuant to the terms, conditions and provisions herein, Honda Canada Inc., (“Honda Canada”) hereby grants to the Repair facility a limited, non-exclusive, revocable, non-transferable, royalty-free license, without the right of sublicense, to use the ProFirst Certified trademark and logo (collectively, the “ProFirst Certified Mark”) solely as provided herein.

The following guidelines must be followed for all use of the ProFirst Certified Mark:

26.1 General Use Guidelines

- 1) The ProFirst Certified Mark may only be used to identify services that have met and are consistent with the Program Requirements herein (the “Program Service”), and may not be used in connection with any other product or service—including the advertising of such other product or service—other than the Program Service.
- 2) Do not use the ProFirst Certified Mark in any manner that might imply that any non-ProFirst Certified service or materials, including but not limited to goods, services, websites, or publications, are sponsored, endorsed, licensed by, or affiliated with Honda Canada.
- 3) Do not display the ProFirst Certified Mark as a primary or prominent feature of any non-ProFirst Certified materials. Companies using the ProFirst Certified Mark pursuant to these guidelines must also display in the primary and more prominent position, its own logo(s), business name, product names, or other branding.
- 4) The ProFirst Certified Mark may not be used in any manner that is likely to reduce, diminish, or damage the goodwill, value or reputation associated with the ProFirst Certified Mark, or in any manner that would disparage Honda Canada or its products or services.

- 5) The ProFirst Certified Mark may not be used in any other company name, product name, service name, domain name, website title, publication title, or the like.
- 6) Non-ProFirst Certified materials should not mimic any ProFirst Certified advertising, product packaging, or website design.
- 7) Do not alter, change, or otherwise modify the ProFirst Certified Mark.
- 8) Do not use, adopt, or register any imitation, modification, or confusingly similar variation of the ProFirst Certified Mark.
- 9) Do not use the ProFirst Certified Mark in any manner that would violate the rights of any third party.
- 10) The Repair facility may only use the ProFirst Certified Mark during the time in which the Repair facility is accepted by Honda Canada for ProFirst Certified recognition. In the event the Repair facility no longer satisfies the Certified ProFirst Collision Repair Facility Program Requirements, all rights to use the ProFirst Certified Mark will automatically be revoked and terminated, and all ProFirst Certified Mark usage must immediately cease.
- 11) The Repair facility must immediately, and at its sole cost and expense, correct any usage of the ProFirst Certified Mark that Honda Canada regards as failing to comply with these guidelines.
- 12) Honda Canada may, from time to time, amend, add, delete, change or otherwise modify the terms of the ProFirst Certified Trademark License and Use Guidelines in its sole discretion. The Repair facility agrees to use the ProFirst Certified Mark solely according to the terms herein or as otherwise amended by Honda Canada in writing.

26.2 Additional Guidelines for Logo Use

- a) The ProFirst Certified logo (“Logo”) may be used only as provided by Honda Canada with no changes, including but not limited to changes in the color, proportion, or design, or removal of any words, artwork, or trademark symbols.
- b) Use only approved ProFirst Certified logo artwork:
 1. *The Logo may only appear in black or reversed out to white. The Logo may never be screened back, built out of four-color process screens, or broken into multiple colors.*
 2. *The Logo must appear only in a horizontal position.*
- c) The Logo must be displayed with the proper isolation space surrounding the Logo. The cap height of the “P” in the Logo represents the minimum measurement of clearance that must surround all sides of the Logo to separate the Logo from other elements.
- d) Do not stretch, compress, bend, tilt, black-out, reverse, animate, morph or otherwise distort the Logo in any way, shape, manner or form.
- e) Do not omit portions or use a partial version of the Logo.
- f) Do not use, adopt, or register any imitation, modification, or confusingly similar variation of the Logo.

26.3 Cessation of Use and Return/Destruction of ProFirst Certified Signage, Plaque and Collateral Materials

The ProFirst Certified sign(s), plaque, wall posters, brochures, promotional materials and other items bearing the ProFirst Logo are and shall remain the property of Honda Canada and must be destroyed or returned to Honda Canada (as directed by Honda Canada) upon the first to occur of (a) termination of the Program or (b) termination or expiration of the Repair facilities participation in the Program. If Honda Canada wishes the Repair facility to return any of the foregoing materials, it will notify the Repair facility as to the appropriate method of return and will bear the cost of such return.

26.4 ProFirst Collision Repair Facility - MEDIA USE

The ProFirst Certified Mark may be displayed in the following media:

- a) The Repair facilities own ProFirst Certified Repair facilities web site.
- b) Point-of-purchase display within the confines of the Repair facilities facility.
- c) Yellow Pages® ads or similar advertising (print or on-line) promoting the Repair facility as a ProFirst Certified Repair facility.
- d) Customer/consumer-oriented brochures, flyers, or other collateral materials promoting the Repair facility as a ProFirst Certified Repair facility.
- e) Exterior signage or banners (must be pre-approved) promoting the Repair facility as a ProFirst Certified Repair facility.

26.5 ProFirst Collision Repair Facility - TEXT USE

- a) The ProFirst Certified word mark must always be spelled with a capital “P” and a capital “F”, with the other letters being in lower case. There must be no space between Pro and First.
- b) Do not use all capital letters in text.
- c) When referring to ProFirst Certified in text, do not use the Logo.

26.6 Honda or Acura Corporate Logos

- a) Neither the Honda nor the Acura corporate logos or design marks may be displayed by anyone other than Honda Canada or an authorized Honda or Acura dealer.
- b) To signify that the Repair facility works on Honda or Acura vehicles, the word “Honda” or “Acura” may be used as part of a referential phrase or sentence (e.g., “We service Honda vehicles”), with the first letter capitalized and all other letters in lower case. “Honda” and “Acura” cannot be written in all caps or be displayed more prominently than any adjacent wording. The font size cannot be larger than the font of other wording surrounding it. “Honda” and “Acura” may not be displayed alone in any manner.

26.7 IMPORTANT NOTES

The Repair facility remains fully responsible for all repairs, services and other work that it performs and shall not state, suggest or imply to customers or others that Honda Canada warrants or assumes any responsibility for any such repairs, services and other work. In advertising or otherwise informing customers or others of its status as a Certified ProFirst Collision Repair Facility, the Repair facility will provide such persons with all such Program disclaimers as may be required by Honda Canada Inc.

- a) Honda Canada Inc., (Honda Canada) reserves the right to add, delete, change or otherwise modify with regard to cost, content, or availability any and all Program elements at any time, including those mentioned within this document, or those that may be introduced at a later time.
- b) Honda Canada reserves the right to remove the Repair facility from the Certified ProFirst Collision Repair Facility Program if the Repair facility fails to meet Program Requirements.
- c) Honda Canada reserves the right to remove the Repair facility from the Certified ProFirst Collision Repair Facility Program if the Repair facility attempts to secure Program benefits by fraudulent means.
- d) Honda Canada reserves the right to audit any and all transactions pursuant to the Certified ProFirst Collision Repair Facility Program.

- e) Honda Canada reserves the right to revise or cancel the terms and/or conditions of the Certified ProFirst Collision Repair Facility Program at any time without advance notice.
- f) Honda Canada reserves the right to modify the requirements of the Certified ProFirst Collision Repair Facility Program without prior notice. The Repair facility will be notified of Program modifications via e-mail.
- g) Honda Canada reserves the right to add, delete, change or otherwise modify the terms of the Trademark License and Use Guidelines at any time.
- h) Honda Canada reserves the right to remove the Repair facility from the Certified ProFirst Collision Repair Facility Program – including all rights to use the ProFirst Certified Mark – should any use of the ProFirst Certified Mark fail to comply with the use guidelines as herein stated or as may be amended from time to time by Honda Canada in its sole discretion.
- i) Honda Canada reserves the right to suspend or remove the Repair facility from the Certified ProFirst Collision Repair Facility Program if it has been accused of any civil or criminal misconduct including but not limited to failure to perform agreed-upon repairs or securing or attempting to secure insurance company payments by wrongful means. In the event the Repair facility and or the Repair facilities owner or executive management is indicted, tried and convicted, the Repair facility will be terminated from the Program. If exonerated of all charges, the Repair facility may be re-instated in the Program.

27.0 GENERAL RULES OF CONDUCT

What is Advertising?

“Advertising” (as used herein) includes all types of advertising, promotional and merchandising materials or activities deemed to be in the public domain. This includes, but is not limited to:

- print;
- radio;
- television;
- direct mail;
- point of purchase;
- outdoor signage;
- online and social media;
- e-mail;
- on-vehicle advertising;
- sponsorships;
- special events; and
- lead generation and lead management services.

For the purposes of these Standards, advertising, promotional and merchandising materials or activities are considered to be in the “public domain” when accessible or available to a consumer without direct interaction with a Dealer associate.

28.0 Advertising Content

28.1 Advertisements MUST:

- be truthful;
- adhere to all applicable laws and regulations;
- carry messages consistent with those approved by Honda.
- clearly indicate that the message is from the Collision Facility/Body Repair facility,

as applicable, and must in no way imply that the material and/or activity involves Honda Canada Inc., Honda of Canada Manufacturing or Honda Canada Finance Inc.; and make the correct use of ProFirst Honda logos and other ProFirst trade-marks.

28.2 Advertisements MUST NOT:

- contain statements that, in Honda's opinion, are ambiguous, misleading or deceptive due to unclear, unverifiable or inaccurate information; knowingly misrepresent, through statements or omissions, a vehicle's mechanical or structural condition; refer to an award unless its source and date is disclosed and approved, or refer to an award purchased by the Collision Repair facility that is not based on any verifiable test or research; indicate or imply that a Collision Facility/Body Repair facility has a special relationship with Honda Canada Inc. (e.g. Honda Approved Collision Facility, Factory Approved Facility, Factory Authorized Collision Repair facility, etc.)

28.3 Present insulting portrayals of individuals or groups;

- exploit violence, sex, children, customs or characteristics of religious or ethnic groups, persons with disabilities or any person or group in a way that offends current legal and ethical standards;
- imply a distressed environment;
- include derogatory language about the collision repair facility industry or a Collision Facility/Body Repair facility;
- state or imply that one Collision Facility/Body Repair facility is superior to another

End.