

# Terms of Use of the LSTI Trademark

The "LSTI" certification mark is registered at the French INPI under the number 04 3292072. It is the exclusive property of the certification body LSTI. Its use is regulated (French law n°92-597 on intellectual property) and cannot be subject to assignment, pledge or forced execution.

## Terms of Use for our Certified Customers

The person assessed by LSTI holds the right to use the mark and cannot transfer the license to use the brand to a third party. The mark and logo are legally registered, applied and issued according to the procedures of the assessment system.

This is a certification mark defined by the French Intellectual Property Code. It can be used in colour or in black and white. It must be used in such a way to clearly and unambiguously show the object, outline and/or limit of the certification: the mark must be accompanied by the reference system which was used to assess compliance.

Its size must be adapted to the support on which it is shown without however causing difficulty in identifying the characteristics of the assessment.

The following logo, which is sent at the same time as the certificate, are under the same terms of use described above.



Only individuals or company holding a valid certificate are authorized to use the assessment body logo and brand. They must communicate to the certification body, before distribution, any element (vignette, advertising document, technical, correspondence model, etc.) containing this mark so that the certification body can check compliance with the rules of use of the brand.

Only LSTI and organisations authorised by the latter are allowed to use the registered mark as a communication brand (without certified characteristics).

Compliance with ownership rights, use and manner of reporting certificates and brands is verified at each re-certification.

The certificate of conformity includes at least:

- The name of the certified person and a unique certification number,
- The name of the certification body,
- A reference to the competency standard including the edition of this standard,
- The scope of the certification, including any conditions and limits of validity,
- The effective date of the certification and the expiry date.

The certificate may be reproduced on any medium, provided that it is complete and, in all respects conforms to the original. It can be transmitted to third parties (call for tenders, etc.).

## Terms of Use for Our Partners

The partners cannot under any circumstances use as references, the services provided on behalf of LSTI for LSTI customers. They are not authorized to use the LSTI mark, except for the "LSTI Authorized Partner" logo provided on request.

## Terms of Use for Our Service Providers

Service providers may not under any circumstances use as references the services provided on behalf of LSTI for LSTI customers. They are not authorized to use the LSTI brand, with the exception of the "LSTI Approved Provider" logo, provided on request.

However, service providers must use of official LSTI documents in the context of the missions they carry out on behalf of LSTI. These documents and models are provided by LSTI for the proper accomplishment of their tasks.

## Measures in Case of Non-Compliance with These Terms of Use

Any failure to comply to these rules (misuse, deliberate or unconscious non-compliance with the rules, refusal to make changes, etc.), may lead to the following measures:

- The request for the implementation of corrective actions,
- The suspension or withdrawal of the certification without prejudice to possible prosecution (articles L716-9 and 11 of the Intellectual Property Code),
- The publication of the offence,
- Legal actions.

These decisions, confirmed by registered letter with acknowledgment of receipt, stipulate in particular the measures to be taken to ensure that the mark is not used when the party no longer meets the certification requirements.

As part of a regulatory certification, copies of this decision may be sent to the relevant regulators or other bodies, if required.

The requirements stipulated in these rules regarding the suspension or withdrawal of certification apply.

Changes to certification requirements may result in changes to the branding. Any modification is made according to the rules stipulated in this document.

If the registered mark has been used without authorisation or otherwise in accordance with this terms of use, legal actions may be proceeded in a French court of law, deciding the corrective action to be taken.

The refusal, on the part of a certified or a service provider by LSTI, to take a corrective action or to have a corrective action applied, results in:

- The withdrawal of certification,
- Informing regulatory bodies and/or other organisations concerned, within the framework of a regulated certification,
- The solicitation of a lawyer about the measures likely to be taken (court judgment, press releases, lawsuits).

Disputes that cannot be resolved amicably will be submitted to the competent court of Rennes (35), France.