

ISSA Continuing Education Preferred Provider Program Terms & Conditions

These Terms and Conditions are between you and International Sports Sciences Association (ISSA). These Terms and Conditions set forth the terms under which you may participate in the ISSA Continuing Education Preferred Provider Program. The Policies, Guidelines and Application are incorporated by reference into these Terms and Conditions (together, the "Agreement").

1. Definitions.

- a) **"Affiliate"** means any other individual, company, organization, business (including but not limited to corporations, limited liability companies, partnerships, etc.) that Approved Preferred Provider owns controls or has an interest in.
- b) **"Applicant"** shall mean you, the person or entity that applies to participate in the Program.
- c) **"Application"** shall mean to the Continuing Education Preferred Provider Application, incorporated by reference into this Agreement.
- d) **"Approved CE Program"** shall mean CE Program that has been approved by ISSA and can be offered to ISSA and NCCPT certified fitness professionals seeking to earn CEU/CEC for maintenance of their certifications.
- e) **"Approved Preferred Provider"** shall mean you, once your application has been approved by ISSA to participate in the Program and provide continuing education materials.
- f) **"CEUs"** shall mean the number of continuing education units that have been assigned by ISSA to Approved CE Offering and which may be earned by certified fitness professionals who complete the Approved CE Offering.
- g) **"CE Program"** shall mean the continuing education course, workshop, seminar and like products that are submitted by Approved Preferred Provider for ISSA's review and approval.
- h) **"Guidelines"** shall mean ISSA Style Guide and Logo Usages Guideline incorporated by reference into this Agreement.
- i) **"ISSA"** shall have the meaning set forth in the preamble of this Agreement and shall include ISSA's affiliates and subsidiaries, and the officers, directors, employees, agents and representatives of each entity included in this definition of ISSA.
- j) **"ISSA Provider Logos"** shall mean the "ISSA APPROVED PREFERRED PROVIDER" logo, as described and depicted in the Guidelines.
- k) **"Policies"** shall mean the ISSA Continuing Education Preferred Provider Program Policies and Procedures, incorporated by reference into this Agreement.
- l) **"Program"** shall mean the ISSA Continuing Education Preferred Provider Program.

2. Term. This Agreement shall commence as of the date of final execution of the parties herein and continue through the end of the calendar year. Should the Applicant not be approved to participate in the Program as an Approved Preferred Provider, this Agreement will immediately terminate without any further notice to Provider. All rights granted herein shall terminate upon the termination of this Agreement.

Before the expiration of the Term, ISSA will offer previously Approved Preferred Providers a renewal agreement. ISSA reserves the right, in its sole discretion, to require previously approved CE Offering to undergo a review to ensure that the Approved CE Offering continues to meet the ISSA education and quality standards.

3. Participation Process.

3.1 **Application.** In order to participate in the Program, you must obtain approval from ISSA such approval to be solely at the discretion of ISSA. Prior to being considered for approval as a Provider, you must:

- a) Complete the Application and provide all of the required supporting materials. ISSA will not consider an incomplete Application for approval.
- b) Review these Terms and Conditions, the Policies and Guidelines and, by checking the “I verify that I have read and agree to the **Preferred Provider Terms and Conditions**” box on the Application, acknowledge and agree to abide by these Terms and Conditions, the Policies and guidelines.
- c) Pay the Application fees, as set forth in the Application.

3.2 **Application Fees.** Applicant acknowledges and agrees that Application fees are non-refundable and are charged in consideration of the review of Application and all materials related to such application and the publicizing of Applicant and its continuing education content as an Approved Preferred Provider by ISSA, should such approval be granted.

3.3 **Provider Approval.** Upon receipt of the Application and payment of fees, ISSA will review the applicant’s qualifications to be an Approved Preferred Provider. Applicant agrees that it shall operate its business in a manner that always reflects favorably on its relationship with ISSA and the ISSA Preferred Provider Logo, described further in Section 4.1 of this Agreement.

3.4 **Content Review Process.** Upon approval of an Application, ISSA will review each CE Offering submitted by Approved Preferred Provider to allow ISSA to determine, in its sole judgment, if the proposed CE Offering is consistent with ISSA’s quality standards for continuing education content. Approved Preferred Provider agrees that the nature and quality of the CE Offering shall be of the highest quality, provided free of defects and in full compliance with all laws and ISSA’s quality standards.

- These quality standards include, but are not limited to, the relevance of the content to health and fitness, the credibility of the content, whether the content is current and unique, whether it is at an appropriate level (designed for experienced fitness professionals), the credentials of the content developers and instructors, and whether it aligns with ISSA’s mission and reputation.
- ISSA will not award CEUs for certification programs in personal or fitness training, group fitness or any related field. As used herein, the term “certification” is defined to mean a credentialing process that implements an unbiased measure of an individual’s knowledge and competence in a given field and the term “continuing education” is defined to mean learning content intended to advance the skills and knowledge of an established professional or practitioner in a given field.
- An Approved Preferred Provider shall not use the term “certification” to describe or denote any continuing education content or in promotional materials concerning such continuing education content. ISSA will accept the use of terms such as “Certificate of Completion.”

3.5 Assignment of CEUs. For each Approved CE Program, ISSA will establish the number of CEUs that may be earned by certified fitness professionals who complete the Approved CE Program.

ISSA will then provide written notice to the Approved Preferred Provider that the CE Offering has been approved, the number of CEUs that have been assigned to the Approved CE Program. Only after receipt of the approval notice may the Approved Preferred Provider affix the ISSA Preferred Provider Logo to the Approved CE Program and promote and sell the Approved CE Program to certified fitness professionals.

3.6 Changes to CE Program after Approval; Changes in Quality of CE Program. After a CE Program has been approved, all substantive modifications or changes to that CE Program must be submitted to ISSA for review and renewed approval. Similarly, if ISSA determines that an Approved CE Program is no longer of the quality needed to gain approval (e.g., is no longer current or is not directed to the appropriate level of professional experience), the CE Program must be revised and resubmitted to ISSA for review and renewed approval within ninety (90) days of written notice from ISSA of a need for revision. During the review period, the approved Preferred Provider may continue to sell the former, approved version of the CE Offering to ISSA fitness professionals. ISSA will not award CEUs to fitness professionals who have taken (a) the new version of a CE Program prior to ISSA's renewed approval of that CE Program or (b) a version of a CE Program for which ISSA requires revision if the ninety (90) day notice period has expired and a revised version of the CE Program has not been approved or, at the least, submitted for review and reapproval.

4. Grant of Licenses.

4.1 Grant by ISSA. During the Term of this Agreement, and subject to these Terms and Conditions, ISSA grants to Approved Preferred Provider a non-exclusive, non-transferable limited license to use the ISSA Preferred Provider Logo in connection with the sale and distribution of only the Approved CE Program. Approved CE Program bearing the ISSA Preferred Provider Logo may be marketed, distributed and sold by Provider throughout the world. The following limitations to this License apply:

- This License extends only to the ISSA Preferred Provider Logo specified herein and specifically excludes all other marks, logos, trade names and trade dress owned by ISSA or NCCPT.
- Pursuant to this License, the Approved Preferred Provider's use of the ISSA Preferred Provider Logo must adhere to all requirements set forth in the Guidelines; noncompliance with the Guidelines is cause for termination of this License and this Agreement.
- Approved Preferred Provider may only affix the ISSA Preferred Provider Logo to Approved CE Programs, any related materials, such as handouts, quizzes or presentations, and any promotional materials related to the Approved CE Program. Approved Preferred Provider must obtain written approval of each CE Program prior to any distribution or sale of such CE Program bearing the ISSA Preferred Provider Logo.
- Approved Preferred Provider may not: (a) use the ISSA Preferred Provider Logo in any manner not specified herein, on any other products, or in any other media without the express written permission of ISSA; (b) use the ISSA Preferred Provider Logo with any descriptive qualifier other than "Approved Preferred Provider"; (c) use the ISSA Preferred Provider Logo on any promotional materials that promote the Approved Preferred Provider's other services; or (d) use the ISSA Preferred Provider Logo in conjunction with any other product or service not approved in writing

by ISSA.

- At ISSA's request, Approved Preferred Provider shall provide copies of (a) the Approved CE Program with the ISSA Provide Logo affixed, (b) any related materials, such as handouts, quizzes or presentations, and (c) any promotional materials related to the Approved CE Program including, but not limited to, brochures, line sheets, advertisements, and webpages.
- This License is personal to the Approved Preferred Provider named in this Agreement and may not be transferred, sold, leased or rented to any other party.

Approved Preferred Provider acknowledges that ISSA is the owner of the ISSA Preferred Provider Logo and all other marks, logos, trade names and trade dress owned by ISSA, as well as all products and services offered by ISSA. This Agreement conveys no right, title, or interest in or to any ISSA Preferred Provider logo or other property of ISSA. All rights not specifically granted to Provider herein are expressly reserved by ISSA.

4.2 Grant by Approved Preferred Provider. Approved Preferred Provider hereby grants ISSA a license and right to use certain names, trademarks, trade names, trade dress, logos, and other distinctive marks of Provider ("Provider Marks"), solely in connection with ISSA's publicizing its approved continuing education providers, the Approved CE Program and CEUs. Except as expressly provided in this Section, this Agreement conveys no right, title, or interest in or to any Provider Marks. The Parties agree that all branding of Provider's products and services shall remain solely with Provider and ISSA shall not engage in any activity or take any measures that would in any way compromise the Provider's branding, confuse consumers, or would lead any party to reasonably believe that Provider's products or services are the property of ISSA. All publicizing activity by ISSA of approved continuing education shall clearly represent that Provider's products and services are the property of Provider. ISSA further agrees that all goodwill from use of the Provider's Marks by ISSA shall inure solely to the benefit of Provider. All rights not specifically granted to ISSA herein are expressly reserved by Provider.

4.3 Notwithstanding the foregoing, ISSA reserves the right, at its sole discretion, to publicize and promote this Provider relationship in any manner ISSA deems appropriate.

5. Termination. This Agreement shall automatically terminate at the end of the calendar year and may be terminated by written notice by either party upon the occurrence of one of the following events:

- a) Should Applicant not be approved to participate in the Program as an Approved Preferred Provider, this Agreement will immediately terminate without any further notice to Applicant;
- b) The breach of a material term of this Agreement, if such breach has not been satisfactorily cured, in the discretion of the non-breaching party, within thirty (30) days of receipt of written notice from the non-breaching party;
- c) Immediately, with written notice, upon either party's violation or misappropriation of the other party's intellectual property rights;
- d) With thirty (30) days written notice, upon a change of ownership or control of the other party, which shall mean any change which results in a new entity obtaining more than fifty percent (50%) control of the other party;
- e) Immediately upon the dissolution or bankruptcy of a party to this Agreement, or the making by a party to this Agreement of an assignment under the provisions of the bankruptcy laws of the jurisdiction in which it resides;

- f) In the case of ISSA, upon fifteen (15) days written notice to Approved Preferred Provider if ISSA determines that Approved Preferred Provider or any Affiliate has violated Sections 2.3(a) or (b) of this Agreement; or
- g) Upon thirty (30) days written notice by ISSA to Approved Preferred Provider, for any or no reason.

All rights granted herein shall terminate upon the termination of this Agreement.

6. Warranty. Applicant/Approved Preferred Provider warrant that it has all rights, privileges, licenses, and other authority necessary or required to enter into this Agreement and to provide CE Program and Approved CE Program to certified fitness professionals free and clear of all encumbrances or restrictions and without conflict to or with ISSA or any third party. Applicant/Approved Preferred Provider warrants that it will not include any unlawful material or material owned by a third that is not duly licensed from such third party or violates any property rights of any person or entity in any CE Program or Approved CE Program.

7. Indemnification; Release. Applicant/Approved Preferred Provider shall indemnify, defend, and hold ISSA harmless from and against any loss, damage, expense or liability resulting from (a) Applicant's/Approved Preferred Provider's breach of its warranties set forth in this Agreement; (b) by reason of any infringement, or claim of infringement, of any patent, trademark, copyright or trade secret arising from the CE Program or Approved CE Program provided by Applicant/Approved Preferred Provider; or (c) arising from the use, application or implementation of the content of any CE Program or the products or procedures described therein. ISSA shall notify Applicant/Approved Preferred Provider promptly of any claim for which Applicant/Approved Preferred Provider may be responsible and shall cooperate with Applicant/Approved Preferred Provider to facilitate the reasonable defense of any such claim. If Applicant/Approved Preferred Provider fails to meet its obligations hereunder to defend any such action, ISSA may take control of its own defense at Applicant's/Approved Preferred Provider's sole expense.

Applicant/Approved Preferred Provider hereby agrees to waive, release, and forever discharge ISSA and ISSA 's affiliates, employees, directors, instructors, and all others from any and all responsibilities or liability of any nature from injuries or damages resulting from or related to the CE Program or Approved CE Program offered by Applicant/Approved Preferred Provider.

8. Modifications of these Terms and Conditions. ISSA reserves the right to update or modify these Terms and Conditions, the Policies, Guidelines or Application as deemed necessary by ISSA and to require compliance by Provider with such updates or modifications within ninety (90) days of notification of any updates or modifications.

9. Acceptance. By submitting an Application and checking the "I verify that I have read and agree to the **Provider Terms and Conditions**" box on the Application, you acknowledge and agree to abide by these Terms and Conditions, and the Policies and Guidelines incorporated herein.