



Terms and Conditions of Use

CyberSecure Canada Marks

Congratulations on achieving your CyberSecure Canada certification! Your organization has accomplished a valuable milestone to help reduce its cyber risk. As part of this great achievement, you have the right to use the CyberSecure Canada certification mark in accordance with the following Terms and Conditions of Use.

1. GENERAL

1.1. These Terms and Conditions of Use (“Terms”) are between Her Majesty the Queen in Right of Canada, as represented by the Minister of Industry (“ISED”) and the CyberSecure Participant (referred to herein as “You” or “Your”). They govern Your use of the Certification Mark, which is an official mark protected under section 9 of the *Trademarks Act*, R.S.C. 1985, c. T-13 and described in further detail in Annex A (herein referred to as the “Certification Mark”). Public notice of ISED’s adoption and use of the Certification Mark was given on the 3rd day of June 2020 (includes Application No. 0926228, 0926231 and 0926227) and, the 10th day of June 2020 (includes Application No. 0926229 and 0926230). For the purposes of these Terms, the term “Certification Mark” is used to refer to the official mark described above.

1.2. ISED is willing to grant You consent to use the Certification Mark on the terms and conditions set out herein.

1.3. ISED may modify these Terms at any time without prior notice to You. The modified Terms will be posted on the CyberSecure Canada website and will take effect immediately upon posting. It is Your responsibility to periodically check the website for changes. You are required to comply with any such modified Terms.

1.4. DEFINITIONS

1.4.1. “Certification Body”: an organization that has been accredited by the Standards Council of Canada under the CyberSecure Canada program. Certification Bodies are authorized by the Standards Council of Canada to audit the implementation by organizations of baseline security controls against the audit criteria and grant certification to such organizations upon successful implementation.



1.4.2. “CyberSecure Participant”: An applicant to the CyberSecure Canada program who has completed the certification process and been granted certification by a Certification Body.

1.5. To be eligible to receive this consent to use the Certification Mark, You must be a CyberSecure Participant. It is Your responsibility to ensure that all of Your employees and agents comply with these Terms.

2. AUTHORIZED USES

2.1. Your use of the Certification Mark must conform to these Terms, including the specifications in Annex A, as well as the display requirements found on the CyberSecure Canada website [www.canada.ca/CyberSecure].

2.2. The following uses are authorized:

- Storefronts including doors or windows, interior surfaces such as counters, cash registers, digital displays
- All communications and display materials in digital or printed formats, including but not limited to use on your website, in advertising, pamphlets, invoices etc.

3. ADDITIONAL REQUIREMENTS AND LIMITATIONS ON USE

3.1. You may use the Certification Mark as a hyperlink on a website, provided that (i) the link(s) points to the URL for the CyberSecure Canada website, and (ii) the link(s), when activated by the user, display the CyberSecure Canada website full-screen and not within a frame on the linked website.

3.2. You may not incorporate the Certification Mark into Your own product names, service names, trademarks, company names, domain names, website title, publication title, application icon, favicon, or the like.

3.3. You may not use the Certification Mark in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by the Government of Canada or ISED, or that can be reasonably interpreted to suggest that any content has been authorized by or represents the views or opinions of the Government of Canada or ISED or their employees or agents.

3.4. You may not use the Certification Mark in a manner that would disparage the Government of Canada, ISED or the CyberSecure Canada program.



- 3.5. You may not display the Certification Marks on any content, including on a website or in print materials, that violates or promotes the violation of any law or regulation.
- 3.6. Within ten (10) business days of receipt of a notice of request from ISED, You will submit to ISED examples of Your use of the Certification Mark to allow ISED to determine compliance with these Terms.

4. NO RIGHT TO TRANSFER, SUB-LICENSE, ETC.

- 4.1. You will not transfer, assign, sub-license, sell, reproduce, distribute or otherwise exploit the Certification Mark except in accordance with these Terms.

5. EXPIRATION AND VALIDITY

- 5.1. This consent to use is valid until You are no longer certified by a Certification Body and this consent shall expire concurrently with the expiry of Your certification.
- 5.2. You will cease all use of and remove any instances of the Certification Mark from Your content, including printed materials and website, upon such expiry.

6. USE OUTSIDE THE SCOPE OF THESE TERMS

- 6.1. If You wish to use the Certification Mark in a manner that falls outside what is allowed under these Terms, You must obtain ISED's prior written permission by submitting a request to ISED-ISDE@canada.ca.

7. GOODWILL, ETC.

- 7.1. You acknowledge that ISED is the sole holder the Certification Mark and that, under section 50 of the Trademarks Act, any goodwill or other rights arising from your use of the Certification Mark inures to the benefit of ISED. You agree not to act or fail to act in a manner adverse to ISED's interests in respect of the Certification Mark. You also agree that ISED has the right at its sole discretion to bring legal action against third parties to enforce the Certification Mark and You agree to cooperate with any such action, as may be necessary.

8. TERMINATION OF USE



- 8.1. ISED may terminate Your right to use the Certification Mark, without prior notice or liability, for any reason whatsoever, including without limitation, if You breach the Terms or if ISED ceases to operate the CyberSecure Program. You shall cease all use of the Certification Mark within 10 business days after receipt of notice to terminate from ISED.

9. DEFAULT AND REMEDIES

- 9.1. If, during the period which this consent is valid, You infringe, threaten to infringe or otherwise damage the Certification Mark, ISED shall have the right, but not the obligation, to take all reasonable steps available to it, whether by action, suit, proceeding, or otherwise, to prevent further violation of these Terms, section 9 of the Trademarks Act or other damage to the Certification Mark. Notwithstanding the foregoing, should You breach the Terms, ISED shall be entitled to seek any remedy available to it against You for such breach, at law or in equity
- 9.2. If You become aware of any unauthorized use by a third party of the Certification Mark, You will promptly notify ISED of that use. ISED has the right, in its sole discretion, but not the obligation, to take any actions, including pursuing legal action, against any third party alleged to be using without consent the Certification Mark.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 10.1. **Indemnification.** You agree, at all times, to indemnify and save harmless, ISED and any of its officers, employees or agents from all and against all claims and demands, actions, suits or other proceedings (and all losses, costs and damages directly relating thereto) by whomsoever made, brought or prosecuted (all of the foregoing collectively, the “Claims”), where such Claims are asserted or arise directly or indirectly from ISED granting You consent to use the Certification Mark and/or your exercising Your rights and performing Your obligations under these Terms.
- 10.2. **Limitation of Liability.** ISED shall not be liable for any direct, indirect, special or consequential damages of Yours nor for the loss of revenues or profits arising from, based upon, occasioned by or attributable to Your use of the Certification Mark, regardless of whether such a liability arises in tort (including negligence), contract, fundamental breach, misrepresentation, breach of warranty, breach of fiduciary duty, indemnification or otherwise.

11. DISCLAIMER



- 11.1. This consent to use the Certification Mark is provided to You without any warranties, express or implied (to the extent permitted by law).
- 11.2. With these Terms, ISED is giving its consent only to Your use of the Certification Mark. ISED is not providing any endorsement or approval of You or Your products, services or activities. You are fully and solely accountable for acquiring your certification and maintaining the required standards. ISED does not monitor Your certification or whether or not You meet the standards.

12. NOTICE

- 12.1. Any notice required to be provided pursuant to these Terms shall be sent as follows:

To ISED:

Mailing Address:

ISED Contact Centre
Innovation, Science and Economic Development Canada
C.D. Howe Building
235 Queen Street, 4th Floor
Ottawa, Ontario K1A 0H5

To You: at the most recent mailing or electronic address that You have provided to us.

Receipt of notice will be deemed to occur three (3) business days after the notice was sent.

13. GOVERNING LAW

- 13.1. These Terms will be interpreted in accordance with and governed by the laws of Ontario and the laws of Canada applicable therein.

14. SURVIVAL

- 14.1. If any one of the provisions of these Terms is deemed unenforceable or not permitted by law, it will be severed from the Terms and the remainder of the Terms shall continue to govern the parties.

15. NO WAIVER

- 15.1. The rights and remedies of ISED under these Terms shall be cumulative and not exclusive of any right or remedy that it would otherwise have. The fact that ISED refrains from exercising a remedy it is entitled to exercise under



these Terms will not constitute a waiver of such right and any partial exercise of a right will not prevent ISED in any way from later exercising any other right or remedy under these Terms or other applicable law.

16. CONTACT INFORMATION

16.1. Should you have any questions or concerns, please contact ISED at:

ISED Contact Centre
Innovation, Science and Economic Development Canada
C.D. Howe Building
235 Queen Street, 4th Floor
Ottawa, Ontario K1A 0H5



Annex A

Description of Official Marks and Appearance Requirements

1. Official Marks

- 1.1. CYBERSECURE CANADA (Application No. 0926227)
- 1.2. CYBERSÉCURITAIRE CANADA (Application No. 0926231)
- 1.3. CYBERSECURE CYBERSÉCURITAIRE & Design (Application No. 0926230)



- 1.4. CYBERSÉCURITAIRE CYBERSECURE & Design (Application No. 0926229)



- 1.5. CYBERSECURE & Design (Application No. 0926228)



2. General Appearance

- 2.1. The Certification Mark must:

- 2.1.1 stand alone;

- 2.1.2 maintain a minimum amount of space between the Certification Mark and other graphic or textual elements, and;

- (i) to preserve the integrity and clarity of the Certification Mark, a standard area of "clear space" should be maintained around the Certification Mark in all uses.
 - (ii) Defined as 2.5cm of unoccupied space surrounding the perimeter of the Certification Mark.



- 2.1.3** not be combined with any other graphical elements;
- 2.1.4** be printed in high resolution for all print applications as provided;
- 2.1.5** not appear more prominently than your personal, company, product or service website name.
- 2.1.6** be displayed in a positive manner and will not be used in any way that adversely affects ISED.

3. Maple Leaf Colour

- 3.1.** The maple leaf must appear red as provided by ISED in coloured versions or white in black and white versions

4. Background Colour

- 4.1.** The background must appear white as provided by ISED;

5. Size:

- 5.1.** The Certification Mark may be provided in different sizes/resolutions in transparent PNG format.
- 5.2.** To ensure the resolution and quality are not degraded, the Certification Mark cannot be enlarged beyond its native/maximum size.

6. Modifications:

- 6.1.** The Certification Mark must be used as provided with no modifications.
- 6.2.** Do not remove, distort or alter any element of the Certification Mark, including changing any colours.
- 6.3.** Do not shorten, abbreviate, or create acronyms out of the Certification Mark.

7. No Confusingly Similar Marks:

- 7.1.** Do not use the Certification Mark in a manner that might create potential confusion as to the owner of the Certification Mark or imply that it is the source of Your products or services.

8. No Generic Use:

- 8.1.1** Do not use the Certification Mark in a way that suggests a common, descriptive, or generic meaning.



9. No Possessive Use:

9.1.1 Never use the Certification Mark in the possessive form.

10. Prominence:

10.1. Do not display the Certification Mark as the primary or most prominent feature on your webpage or in any non-materials.