

Plan USA Linking Agreement

Plan USA hereby grants you a **LIMITED NON-EXCLUSIVE LICENSE** to use the Plan banner(s) and the Plan logo(s) as displayed on the banner(s) (“Plan Logo Banner(s)”) available on the “[Banners](#)” page of the Plan USA website subject to the following terms, conditions, and other requirements (“Requirements”), and provided that you accept and agree to these Requirements and conform your use of the Plan Logo Banner(s) to comply with these Requirements:

Appearance of the Plan Logo Banner(s)

The Plan Logo Banner(s) shall not be altered in any manner including its size, proportions, font, design, arrangement, colors, or elements, or animated, morphed, or otherwise distorted in perspective or appearance.

The Plan Logo Banner(s) shall always stand alone and shall not be combined with any other graphical element.

The Plan Logo Banner(s) shall be displayed in a positive manner and shall not be used in any way that adversely affects or disparages Plan or our products, services or programs, infringes any intellectual property or other rights of Plan, violates any national or international law, or diminishes or otherwise damages Plan’s goodwill in its logo(s).

Placement of the Plan Logo Banner(s)

The Plan Logo Banner(s) shall not appear on pages that contain content or advertising which Plan finds in its sole discretion to be objectionable, including but not limited to pages that contain content or advertising for alcoholic beverages, tobacco, religious or political material, firearms, or that are obscene, pornographic, violent, hateful, intolerant, tasteless, denigrating, sexually oriented, or otherwise offensive, or that promote same.

The Plan Logo Banner(s) shall not appear more prominently than your personal, company, product, or service website name, nor may it create or give the appearance of creating an endorsement, approval, sponsorship, affiliation with, or recommendation of any product or service by Plan.

Linking to the Plan USA website

The Plan Logo Banner(s) shall be used solely for the purpose of linking to Plan USA website.

The link shall always be an active link using the URL provided on the “[Banners](#)” page of the Plan USA website.

Our Rights

Plan is the sole owner of the Plan logos (the Plan name with accompanying design: i.e., the Plan drawn picture symbol with name logo, the Plan drawn picture symbol with name with tag line “Helping Children Since 1937” logo, and the Plan drawn picture symbol with name with tag line “Be a Part of It” logo) which are service marks duly registered by Plan in the United States and in the United Kingdom. Your use of any of the Plan Logo Banner(s) acknowledges Plan’s ownership of the Plan logo(s) contained therein. Plan reserves the right to take action against any use of any of the Plan Logo Banner(s) that fails to conform to any of the terms, conditions, and other requirements herein, or that infringes any intellectual property or other rights of Plan, or violates applicable law. All use of or goodwill associated with the logo(s) shall convey to the benefit of Plan. You shall not use a Plan Logo Banner(s) in any manner that indicates, creates, or creates the impression of any endorsement, approval, sponsorship, or affiliation of or with your website, or any aspect of your website, by Plan. The Plan Logo Banner(s) and the Plan logos are provided without warranties of any kind, express or implied, including without

limitation, warranties of title of non-infringement. Your use of the Plan Logo Banner(s) is solely at your own risk.

Plan USA reserves the right to revoke this **LIMITED, NON-EXCLUSIVE LICENSE** for any reason, in which case you agree to remove the link and stop use of the Plan Logo Banner(s) within two (2) business days of being notified of the revocation, and you shall be prohibited from reinstating the link or from using the Plan Logo Banner(s) without further written permission from Plan.

Changes to this agreement

Plan USA reserves the right to make any change to the information and/or limited, exclusive license provided herein at any time for any reason. You acknowledge and agree that you are responsible for keeping up with any such changes.

Non-transferable

This **LIMITED, NON-EXCLUSIVE LICENSE** to use the Plan Logo Banner(s) is non-transferable. You shall not transfer, assign, sell, reproduce, distribute, or otherwise exploit your link to us, the Plan Logo Banner(s), or your use of our Plan Logo Banner(s).

Governing Law

The laws of Rhode Island shall govern this agreement.