

FNV Downloadable Assets – Terms and Conditions

Please read the following legal information before accessing or using this website (“FNV Assets Site”). The use of this website and these downloadable assets by a user (“User” or “you”) constitutes an agreement to abide by the terms and conditions below, just as if you had signed this Agreement.

PHA may revise this Agreement from time to time by updating this posting.

1. The Service

[Http://fnv.com/store](http://fnv.com/store) is an online portal, assets, products, and communications service (the “Service”) provided by The Partnership for a Healthier America (“PHA”) solely for its Fruit and Vegetable Initiative (“FNV”) partners with authorized access to the Service.

2. Licenses and Restrictions

PHA grants User a limited, nonexclusive, revocable license to access and make approved use of the FNV materials provided on the FNV Assets Site (“Content”). Approved uses of the Content may include one or more of the following executions only: (i) banner stands, counter mats, danglers, floor talkers, gas toppers, shelf talkers, and window clings.

The foregoing licenses do not include any rights to: (i) modify, reproduce, copy, or resell the FNV Assets Site, the Content or any portion or derivative thereof; (ii) commercially use the FNV Assets Site, the Content or any portion derivative thereof (unless approved in advance by PHA through a partnership agreement); (iii) copy or download any Content or information for the benefit of any third party; (iv) enable high volume, automated, electronic processes that apply to the FNV Assets Site or its systems, the Content or any portion or derivative thereof; (v) use any robot, spider, data miner, crawler, scraper or other automated means to access or index the FNV Assets Site or its systems, the Content or any portion or derivative thereof for any purpose; (vi) interfere or attempt to interfere with the proper working of the FNV Assets Site; (vii) bypass any FNV Assets Site measures used to prevent or restrict access to any portion of the FNV Assets Site, the Content or any portion or derivative thereof; (viii) frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of PHA and/or FNV; (ix) use PHA and/or FNV name, trademarks, services marks or logos in any meta tags or any other "hidden text"; (x) or compile, repackage, disseminate or otherwise use data or content extracted from the FNV Assets Site.

The foregoing is expressly prohibited; the right to do any of the foregoing shall require PHA’s express written consent (which may include a written agreement signed by an authorized representative of PHA). Any unauthorized use of the FNV Assets Site, the Content or any portion or derivative thereof shall terminate any license or permission granted by PHA.

3. Certain Requirements of User

You must: (1) provide all equipment, including a computer and modem, necessary to establish a connection to the Web; and (2) provide for your own connection to the Web and pay any telephone service fees associated with such connection.

4. User Conduct; Right to Terminate Access to the Service

You are solely responsible for your use of the Content and Service. Your use of the Content and Service is subject to all applicable local, state, national and international laws and regulations. PHA retains the right, at PHA's sole discretion, to determine whether or not your conduct is consistent with this Agreement and PHA's operating rules or policies and may terminate your access to and use of the Content and/or Service if your conduct is found to be inconsistent with this Agreement, such rules or policies. You acknowledge and agree that PHA neither endorses the use of the Content by any of its User's nor the content of user's communications nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby. Without limitation, PHA reserves the right to terminate your access to and use of the Service if, in our view, your conduct, communications, or use of the Content/Service violates the guidelines PHA has established for the FNV initiative ("Brand Guidelines") attached hereto as Exhibit A and incorporated herein by reference.

You understand that we reserve the right to conclude that your conduct is unsuitable in accordance with our standards and/or Brand Guidelines, and we may come to such a conclusion even if it is based upon our opinion or mere suspicion or belief, without any duty to prove that our opinion or suspicion is well-founded and even if our opinion or suspicion is proven not to be well-founded or if we allow other users access to the Content and/or Service despite their communications or conduct having the same or similar characteristics as yours. You also understand that by providing any user access to and use of the Service, PHA in no way endorses user communications as being suitable under the terms of this Agreement.

5. Modifications to Your Information and Password

Every User that is granted by PHA an account on the FNV Assets Site is responsible for (i) keeping his or her account password confidential and secured, (ii) avoiding unauthorized access to such User's computer; and (iii) keeping the e-mail address associated with that account current. In order to change any of your account information with us, you must use your Password. In no event will PHA be liable for the unauthorized use or misuse of your Password.

6. Disclaimer of Warranties; Limitation of Liability

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7. Indemnification

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User agrees to indemnify and hold PHA, its parents, subsidiaries, affiliates, officers, agents, employees, partners, licensors , agents, affiliates and content partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of such User's use, or submission, as applicable, of the FNV Assets Site, breach of this Agreement or User's violation of any law or the rights of a third party.

8. Ownership Rights

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10. Governing Law

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11. Hyperlinks to Third Party Sites

The FNV Assets Site may contain hyperlinks to other web sites ("Other Sites"). If you use the hyperlinks to access these Other Sites, you will leave the FNV Assets Site and your browser will be re-directed to the Other Sites. The Other Sites may have their own terms of service and privacy policy and those Other Sites may have different practices and requirements than the FNV Assets Site. The appearance, availability, or your use of URLs or hyperlinks referenced or included anywhere on the FNV Assets Site or any other form of link or re-direction of your connection to, with or through the FNV Assets Site, does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of PHA, any of its successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, or operational service providers. We do not verify, endorse or have any responsibility for any such third party sites, their business practices (including their privacy policies), or any goods or services associated with or obtained in connection with any such site, whether FNV/PHA's logo or sponsorship identification is on the third party site as part of a co-branding or promotional arrangement. If any third party site obtains or collects personal information from you, in no event shall we assume or have any responsibility or liability. Please read our Privacy Policy.

12. Deactivation/Termination of Your Registration or Use

If you are registered to use the FNV Assets Site, you may deactivate your account on the FNV Assets Site, at any time and for any reason, by sending an email to info@teamfnv.com and requesting your account be deactivated. We may terminate your use of and registration on the FNV Assets Site, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

13. Severability

The provisions of these Terms of Use are intended to be severable. If for any reason any provision of these Terms of Use shall be held invalid or unenforceable in whole or in part in any applicable jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. The failure of PHA to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

14. Additional Terms of Use

In addition to the policies and guidelines located throughout the FNV Assets Site, the following policies are incorporated into the Terms of Use:

Privacy Policy: <http://fnv.com/wp-content/uploads/2016/11/PHA-Privacy-Policy.pdf>

15. Modification

PHA reserves the right to make changes to the FNV Assets Site, posted policies and Terms and Conditions at any time without notice or liability. These terms were last revised on January 21, 2017.

If you have any questions about this statement, the practices of this site, or your dealings with this website, you may contact

Partnership for a Healthier America
2001 Pennsylvania Avenue NW, Suite 900
Washington, D.C. 20006

Exhibit A

FNV Initiative: Brand Guidelines

The FNV Initiative is focused on increasing sales and consumption of fruits and vegetables. The brand strategy includes disruptive marketing and an aggressive advertising program to reintroduce people to fruits and veggies.

Tone: The brand tone is self-aware, with a slick mark, dynamic visuals, spokespersons, and activations to market fruits and veggies with the same kind of creativity and innovation that popular brands use to sell their products every day.

Logo Use: The FNV Initiative logo is intended to support promotion of consumption of fruits and vegetables and should be used only on fruit and vegetable products that do not contain excessive calories, added sugar or sweeteners, fat or salt.

- Non-fruit and vegetable products will be reviewed on a case-by-case basis, with an eye toward excessive calories, added sugar or sweeteners, fat or salt.
- All uses of the logo must be approved in advance by PHA.

Messaging

- Any use of the FNV Initiative logo, taglines, or messages must be used in combination with positive, non-comparative messages among types of fruits and vegetables.
- Examples of acceptable messaging include:
 - “Proud supporter of FNV”
 - “We’re on Team FNV”
 - “This cutie wants you to eat more Cuties” – note that a “brand” of fruit is defined as the established public name of the product (i.e. Cuties).
 - Extending fruits or veggies to a locale – such as California strawberries, Michigan cherries, etc. – is permitted.
 - “Eat [BRAND/TYPE] vegetables because they’re [REASON]” – as long as the reason to eat more is not comparative (i.e. “Eat cucumbers because they taste better/are healthier than zucchini” is NOT permitted in conjunction with the FNV logo, but “Eat cucumbers because they are awesome” is).
- Messages that are NOT permitted:
 - Any disparaging, comparative messaging, including: “[Fruit 1] is better than [FRUIT 2]”; “Eating [TYPE] carrots is better than [ANOTHER TYPE OF CARROT]” or other similar statements.
 - Any comparisons among the any of the different forms of produce, including fresh, and/or frozen, and/or dried, and/or canned, i.e. statements implying that one form is better than the other.
 - Any messages related to endorsement from PHA, The Partnership for a Healthier America, First Lady Michelle Obama or the White House.
 - Any mention of PHA or First Lady Michelle Obama must be approved in advance by PHA or the Office of the First Lady, respectively.
 - Therefore, language like: “Proud supporter of PHA,” “Proud partner of First Lady Michelle Obama”, “Proud supporter of PHA and its honorary

chair First Lady Michelle Obama,” etc., is not allowed without consent and will not be granted as part of support for this FNV Initiative.

Co-branding: Supporting organizations have permission to use the FNV brand in specific executions only with prior PHA approval. Further, PHA may integrate specific brands into FNV collateral, but at its sole discretion and in limited executions. Generally:

- FNV plans to highlight fruits and vegetables (fresh, frozen, canned, dried), but only in generic formats.
- FNV plans to highlight specific commodities (e.g.: carrots, apples, avocados, etc.) but not specific brands associated with those products.
- Further, FNV does not plan to extend the fruit or vegetable to a locale, such as Michigan Cherries or California Avocados, but instead would merely promote cherries or avocados in the generic form.