

QUDAL - QUality meDAL

Terms of Use

LAST UPDATED: JUNE 1, 2024

Please read this document carefully.

This document regulates your relations with ICERTIAS - International Certification Association GmbH (hereinafter: ICERTIAS), with its official seat at Bergstrasse 107, 8032 Zurich, Switzerland.

ICERTIAS is the worldwide owner of all rights in the research and award project named QUDAL - QUality meDAL.

The present Terms of Use, the QUDAL - QUality meDAL Offer, together with all written correspondence between the QUDAL - QUality meDAL User and ICERTIAS, including all email correspondence and similar communication between ICERTIAS and/or its authorized representatives and the QUDAL - QUality meDAL User, represent a fully valid legal agreement between the QUDAL - QUality meDAL User and ICERTIAS (hereinafter referred to as: **the Agreement**).

DEFINITION OF TERMS

ICERTIAS is a legal entity incorporated in and in accordance with the laws of the Canton of Zurich, Switzerland, under the name: ICERTIAS - International Certification Association GmbH, in the field of activity that includes but is not limited to market research, promotion, and award assigning.

QUDAL - QUality meDAL (hereinafter: QUDAL) is a program that awards products, services, and other entities, recognizing them for their exceptional quality in the market. Awards are determined through market research conducted according to internationally recognized research methods.

QUDAL - QUality meDAL Research (hereinafter: Research) is market research conducted by ICERTIAS or an authorized ICERTIAS partner, following mandatory internationally recognized research methods. Participants, who are users of specific services, products, and other entities, are asked to identify the products, services, brands, companies, and similar entities that offer the highest level of quality within a particular examined category in the researched market.

QUDAL - QUality meDAL Candidate (hereinafter: Candidate) is a company, organization, other legal entity, or individual (natural person) owner of a brand (or trade name) that has received the highest number of votes in at least one of the researched categories during a Research, thus ranking first in the respective category.

QUDAL - Quality meDAL User (hereinafter: User) is the Candidate who has accepted the QUDAL – Quality meDAL Offer in writing to participate in the QUDAL - QUality meDAL Program (hereinafter referred to as the Program) and thus participates in it.

QUDAL - QUality meDAL Offer (hereinafter: Offer) is a written document containing the terms for the Candidate's participation in the Program. By accepting the Offer, the Candidate becomes a User and acknowledges acceptance of the present Agreement. If the User is a legal entity, by accepting the Offer, it acknowledges compliance with all applicable laws and fully authorizes a natural person (agent and/or agents) to confirm acceptance of the Offer and all provisions of the Agreement on its behalf.

QUDAL - QUality meDAL Medal (hereinafter: Medal) is a graphic sign in the form of a golden circle with accompanying text to be utilized by the User in accordance with the terms outlined in the Agreement. The text associated with the Medal is registered as an international trademark (trademark reference number: 1110680) with the WIPO - World Intellectual Property Organization, an entity of the United Nations responsible for intellectual property protection, headquartered in Geneva, Switzerland (34, Chemin des Colombettes, 1211 Geneva, Switzerland).

ICERTIAS market signs encompass all verbal and figurative market signs associated with ICERTIAS, including ICERTIAS, QUDAL - QUality meDAL, Best Buy Award, and Customers' Friend.

The term '**written form**' encompasses any form of written correspondence, including but not limited to mail and email.

USE PRECONDITION

The Candidate may accept the Agreement only if its brand or itself has won first place in a researched category in the Research, i.e., received the highest number of votes by participants in a referenced category.

ICERTIAS shall inform the Candidate in writing of the Research result and the leading position (first place in a certain category) achieved by the Candidate in the Research. Furthermore, ICERTIAS shall inform the Candidate in writing of the financial and other requirements for participating in the Program and using the Medal.

MEMBERSHIP FEE AND TERMS OF PAYMENT

All terms of payment for the User's fee to ICERTIAS shall be mutually agreed upon by the Parties and will be clearly defined in the Offer. This Offer will detail the fee structure, payment terms, and any other financial obligations of the User.

BEFORE USING THE MEDAL QUDAL – QUALITY MEDAL

Before beginning to use the Medal, the User shall accurately verify the data on the Medal and in the connected digital certificate. ICERTIAS shall not be held responsible for any errors in the Medal and/or its associated digital certificate.

USE OF THE MEDAL QUDAL – QUALITY MEDAL

The User shall utilize the Medal in accordance with the present Terms of Use and any instructions provided by ICERTIAS, which will be included in the Offer and/or other related documents. All such documents, including any written correspondence between ICERTIAS and the User, constitute an integral part of the Agreement.

The User warrants specifically that it shall use the Medal only within the context of the category in which it was awarded and shall not in any manner whatsoever use the Medal to directly or indirectly mislead the consumer, i.e., to create the impression upon the consumer that the Medal was awarded to the User in other categories, in addition to the category (or categories) being the subject matter hereof.

USE PERIOD AND DURATION OF THE AGREEMENT

The Start Date refers to the date of acceptance of the Offer in writing by the User and the receipt of the Medal, which will be sent to the User by email, unless agreed differently by the parties in writing (ICERTIAS and the Candidate/User).

The End Date refers to the last day of the period for which the User has acquired the right to use the Medal.

The User may start using the Medal as of the Start Date. By using the Medal, the User acknowledges that they have fully read and accepted the text contained in the present Terms of Use.

The User is prohibited from using the Medal for any form of internal or public promotion, including but not limited to TV commercials, ads in printed form, advertising on websites, social media, billboards, email signatures, and similar promotional activities, after the End Date.

If the User continues to use the Medal after the End Date, the usage period will automatically be renewed for an additional 12 months. It is hereby agreed by both parties that the renewal fee for the following 12 months shall correspond to the unit price of the subject certificate as per ICERTIAS's official price list in effect at the time of renewal. The usage period can be renewed indefinitely.

For clarity, the use of the Medal includes but is not limited to any use of the Medal on products/services or materials that are placed in the market after the End Date, regardless of when those products/services or materials have been manufactured or produced.

INDEMNITY

The User shall indemnify, hold harmless, and fully defend ICERTIAS, its branch offices, partners, directors, managers, employees, and agents from any claims, damages, and expenses (including legal fees) that may arise out of or in connection with the following:

- (a) Use of the Medal by the User;
- (b) Use of the Research results and associated information by the User;
- (c) Any other use of the services performed or offered by ICERTIAS;
- (d) Infringement of the Agreement by the User (either in part or in full);
- (e) Violation of any laws, both international and national, by the User.

AGREEMENT TERM

These Terms of Use shall come into effect on the date when the User accepts the Offer in writing and receives the Medal via email.

In the event of infringement of the obligations of the Agreement or any of its parts, and the use of the Medal contrary to the provisions of the Agreement, ICERTIAS is entitled to unilaterally terminate the Agreement at any time upon delivery of a written notice of termination to the User.

USE LIABILITY

The User shall use the Medal in accordance with local legislation applicable in the place where the Medal is used. ICERTIAS, as well as its owners, directors, employees, and business partners, shall not be held liable for the form and the way the Medal is used.

The User acknowledges and accepts that in its promotional material, it shall refrain from using words such as 'Switzerland' (in any language), 'Swiss', and similar terms, as well as words like 'Zurich' and similar, in a manner that may mislead consumers into believing that the product or service originates from Switzerland or Zurich. The User may only use such terms if it operates and conducts its business in accordance with relevant Swiss regulations, especially the so-called Swissness legislation.

RETENTION OF RIGHTS

The User acknowledges and accepts all intellectual property rights and ownership of ICERTIAS, its owners, and directors, over the QUDAL - QQuality meDAL name and symbol, the QUDAL - QQuality meDAL program of awarding, and the QUDAL - QQuality meDAL methods and know-how. The present Terms of Use and Agreement shall not be considered a transfer or a license of these rights to the User or any other party.

Under this Agreement, the User does not acquire ownership of the Medal from ICERTIAS in any way. Similarly, the User does not acquire any other intangible assets associated with the Medal and ICERTIAS. Under the present Agreement, the User only acquires a limited and non-transferable right to use the Medal. The User agrees not to modify, recreate, or use the medal in any manner not expressly authorized by this Agreement. Prior written consent is required for any adaptation of the Medal.

SEVERABILITY

If any provision of the Agreement is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in the Agreement shall not be affected or impaired in any way.

GOVERNING LAWS AND DISPUTE RESOLUTION

Any dispute arising in connection with the Agreement shall be resolved amicably by the Parties. If an amicable resolution is not possible, such disputes shall be resolved by the competent court of Zurich, Switzerland. The present Terms of Use shall be governed by Swiss law.



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