


## TERMS AND CONDITIONS OF CERTIFICATION

### I covenant and agree that:

- a. **Authorization.** Upon acceptance of my Certification or Renewal Application (Application) by CFP Board and subject to these terms and conditions of certification (Terms), CFP Board grants to me a limited, personal, non-transferable, non-sub licensable, royalty-free, non-exclusive, revocable license to use the Certification Marks (as defined below) solely in connection with the promotion and conduct of the offering of services I perform in relation to my certification in the United States. No other rights are granted except for those explicitly granted herein.
- b. **Term of Use.** Permission to use CFP Board's Certification Marks, including specifically CFP®, CERTIFIED FINANCIAL PLANNER™ and  exists solely for the certification period, as defined by CFP Board. At the end of such certification period, if the certification is not renewed, the certification expires; all rights to use the Certification Marks terminate; and I will immediately cease use of the Certification Marks. CFP Board may terminate any rights I have in the use of the Certification Marks if I fail to maintain current certification status.
- c. **Restrictions on Use.** Without limiting the other terms and restrictions set forth in these Terms, unless otherwise approved by CFP Board in writing, I will not, directly or indirectly: (i) use the Certification Marks in conjunction with the promotion and/or provision of any services, or in any other way, outside the United States unless I have met cross-border requirements, (ii) use the Certification Marks in conjunction with the sale of any tangible goods, (iii) state or imply that CFP Board has made a determination on the merits or quality of any education, testing or review program with which I may be associated, (iv) certify individuals to use the Certification Marks, (v) use the Certification Marks in a manner that implies another individual or company is qualified to use the Certification Marks, or (vi) use the Certification Marks in violation of CFP Board's policies and procedures, which are incorporated herein by reference.
- d. **Quality Control.** The nature and quality of all advertising, promotional or other uses of the Certification Marks, and services associated therewith, will conform to the quality and standards specified by CFP Board (as modified from time to time) and will be in full compliance with CFP Board's *Standards of Professional Conduct* and all applicable laws and regulations. CFP Board has the exclusive right to monitor the manner in which I use the Certification Marks and the quality of services associated therewith. Such monitoring may, at the election of CFP Board, be done in accordance with the procedures outlined in CFP Board's *Standards of Professional Conduct*, including but not limited to, examination, investigation, inspection and formal hearings. CFP Board retains, at all times, the right to withdraw its approval of my use of the Certification Marks if the quality, accuracy or other characteristics of any of the services associated therewith ceases to be acceptable in accordance with certain standards defined by CFP Board. Notwithstanding, CFP Board has no right to control incidents of actual services provided or participate in the rendition thereof.
- e. **Protection of the Certification Marks.** CFP Board shall have the sole right to file applications to register, and to obtain registration for, the Certification Marks. I further agree to cooperate fully with CFP Board in filing such applications and obtaining such registrations, including providing CFP Board with specimens of use of the Certification Marks and executing any documents requested by CFP Board, or in protecting, enforcing and defending the Certification Marks. I will notify CFP Board in writing of any infringements, imitations, claims or other problems with respect to the Certification Marks which may arise or otherwise come to my attention. CFP Board shall have the sole right, but not the obligation, to take any action on account of any such infringement, imitation, claim or problem. I will not institute any suit nor take any other action on account of such infringements, imitations, claims or problems without the prior express written consent of CFP Board.
- f. **Ownership; Goodwill.** The right to use the marks of CFP Board is limited to those rights to use the Certification Marks and does not extend to any other marks of CFP Board. Any goodwill attaching to the trademarks of CFP Board as a result of my use of the Certification Marks will inure to the benefit of CFP Board. I will conduct my business in a way that does not adversely affect CFP Board's reputation or goodwill. I will only display or use the Certification Marks as permitted in these Terms and the *Guide to Use of the CFP® Certification Marks* (as updated from time to time). The right to use the Certification Marks does not grant right, title or interest in or to any trademark, service mark, logo or trade name of CFP Board. I further agree not to: (i) challenge CFP Board as the sole, absolute or exclusive owner of all right, title and interest in and to the Certification Marks and the goodwill associated therewith, (ii) challenge the validity, control or use of any mark owned by CFP Board, (iii) register, use, adopt or promote any mark that is confusingly similar to any mark owned by CFP Board, (iv) take or encourage any action which would impair the rights of CFP Board in and to the Certification Marks or any goodwill associated therewith, or (v) infringe the Certification Marks or any other marks owned by CFP Board.



- g. **Disclaimer of Warranty.** THE USE OF THE CERTIFICATION MARKS ARE PROVIDED ON AN “AS IS” BASIS. CFP BOARD DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE, EMPLOYABILITY OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. CFP BOARD HAS NO DUTY OR OBLIGATION TO REGISTER, RENEW OR OTHERWISE MAINTAIN ANY REGISTRATION FOR THE CERTIFICATION MARKS.
- h. **Compliance with Rules and Policies.** I have read, understand and will comply with all rules and policies contained in CFP Board’s *Standards of Professional Conduct*, which is incorporated herein by reference, as it presently exists and as it may be amended from time to time.
- i. **Relinquishment of Certification.** I may voluntarily relinquish my certification through a formal written notice submitted to CFP Board at any time, provided such relinquishment shall not take effect until: (i) 30 days after receipt thereof by CFP Board, (ii) all indebtedness due CFP Board is paid in full, and (iii) any complaint or action pending under CFP Board’s *Standards of Professional Conduct* is resolved. CFP Board, however, may in its discretion declare a relinquishment effective at any time.
- j. **Retention of Jurisdiction.** Notwithstanding any termination or relinquishment of my right to use the Certification Marks, I shall continue to be subject to the filing of a complaint under CFP Board’s *Standards of Professional Conduct* based upon acts or omissions commenced prior to the effective date of termination or relinquishment, provided that any such complaint shall be filed within five (5) years after the effective date of termination or relinquishment.
- k. **Revocation of Right to Use.** CFP Board has the absolute and unrestricted right to revoke, at its sole discretion, any rights I have to use the Certification Marks, if CFP Board, in its sole discretion, finds that I have failed to comply with CFP Board’s *Standards of Professional Conduct* or these Terms. In addition, if CFP Board, in its sole discretion, determines that I have misused the Certification Marks, I further understand and agree that such action may cause irreparable harm and I will immediately stop using the Certification Marks or change the manner in which I use them, whichever CFP Board requests.
- l. **Indemnification.** Neither CFP Board nor its directors, officers, employees and others acting on its behalf shall be liable to me for any actions taken or omitted in an official capacity or in the scope of employment, except to the extent that such actions or omissions constitute willful misconduct or gross negligence, and I hereby release CFP Board and the persons identified above from any liability for any such actions or omissions. I further covenant and agree to defend, indemnify and hold harmless CFP Board and its directors, officers, employees and agents from and against any and all claims, demands, judgments, awards and expenses related thereto (including court costs and reasonable fees of attorneys and other professionals) brought or threatened by any third parties, including my clients, arising out of: (i) any breach by me of my Application or these Terms, (ii) any failure by me or my authorized agents to comply with applicable laws, (iii) the services provided by me, (iv) any unauthorized representation, warranty, agreement or the like, express or implied, made by me or my authorized agents to or with any third party with respect to any acts or omissions (including statements, representations or warranties not authorized by CFP Board), or (v) acts or omissions taken by me in connection with the use of the Certification Marks. Notwithstanding the above, CFP Board expressly reserves the right to retain separate counsel to participate in the defense or settlement of any such claims.
- m. **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL CFP BOARD BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ATTORNEY’S FEES, LOSS OF BUSINESS, REVENUE, PROFITS OR OTHER ECONOMIC ADVANTAGE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OR THE INABILITY TO USE ANY OF CFP BOARD’S MARKS, INCLUDING WITHOUT LIMITATION THE IMPLEMENTATION OF THE FORMS OF DISCIPLINE, EVEN IF CFP BOARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CFP BOARD’S LIABILITY UNDER THIS DECLARATION AND AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND DEFAMATION) OR OTHERWISE, EXCEED THE AMOUNT I PAID IN APPLICATION FEES. LIABILITIES SHALL BE LIMITED AND EXCLUDED, EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- n. **Miscellaneous.**
1. **Integration.** My Certification or Renewal Application, these Terms, and the documents incorporated herein by reference constitute the complete agreement and supersede all prior or contemporaneous oral or written representations and warranties. CFP Board may modify these Terms upon notification to me. No modification by me to these Terms shall be binding upon CFP Board unless in writing and signed by CFP Board.
  2. **Assignment.** I will not assign or transfer any of my rights or obligations under these Terms. Any assignment or delegation by me of these Terms or any of my rights or obligations hereunder shall be null and void. CFP Board may assign its rights herein, without my prior consent.
  3. **Relationship.** My relationship with CFP Board is that of a certificant granted the right to use the certification marks of a certifying body and in no way does the relationship constitute an independent contractor, partnership, franchise, joint venture, agency or employment relationship.
  4. **Interpretation.** These Terms, which I understand are binding upon me in consideration of CFP Board processing my Application, shall be interpreted in such a manner as to aid in effectuating the purposes and business of CFP Board. No third party private right of action shall be permitted against CFP Board for acts or omissions taken by CFP Board in the furtherance of its purposes and business or in connection with these Terms. Failure of CFP Board to insist on strict performance of the provisions contained herein does not prevent CFP Board from later enforcing its rights under these Terms.

5. **Enforcement; Survival.** If I do not stop using the Certification Marks immediately upon revocation, relinquishment or termination, or violate the provisions of these Terms, such actions shall be considered exceptional and I will pay any expenses, including, but not limited to, attorney's fees, which CFP Board may incur while enforcing this provision. Upon termination, revocation or relinquishment of the right to use the Certification Marks, my obligations under paragraphs e, f, g, i, j, k, l, m and n of these Terms will remain in effect.
6. **Choice of Law; Forum.** These Terms and any action relating thereto shall be governed by and construed and enforced in accordance with the District of Columbia and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. I will not bring any action arising from or relating to these Terms except in a court of appropriate subject matter jurisdiction in the District of Columbia, and I expressly consent to personal jurisdiction and proper venue by and in such court.
7. **Headings; Severability.** The headings of sections and paragraphs herein are for convenience of reference only and are without substantive significance. In the event that any provision of these Terms shall for any reason be held invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision and these Terms shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.