

Terms and Conditions – Use of Mitsubishi Electric Logos and Other Promotional Content

By Clicking on “I AGREE” below, You, (the “Dealer”) hereby accept the following terms and conditions associated with the use of (1) any trademarks of Mitsubishi Electric, including, but not limited to, the name “Mitsubishi Electric” and the three-diamond logo; (2) any other promotional content collectively (the “Trademarks and Promotional Content”) that is made available by Mits Airconditioning Inc. (“Mits Air”) on this website (the “Website”):

1. **Dealer’s Use of Trademarks and Promotional Content:** Subject to the following terms and conditions, Dealer shall have the right to use, publish and communicate to the public the Trademarks and Promotional Content made available on the Website, for the sole purpose of marketing and promoting the products of MESCA within the region of Central Ontario and/or Southwestern Ontario (the “Territory”), and no other region, and for no other purpose.
2. **Term and Termination:** Mits Air may terminate this Agreement (1) by providing 30 days’ notice of termination to the Dealer for any reason, or (2) immediately and without prior notice, in the event Dealer has breached this agreement. In the event that Dealer’s account has been cancelled by Mits Air, this Agreement shall automatically terminate, without notice.
3. **Dealer’s Obligations:** Dealer represents, warrants and covenants as follows.
 - (a) Dealer is a duly licensed HVAC refrigeration mechanic carrying on business in the region of Central Ontario and/or Southwestern Ontario, and having an account in good standing with Mits Air, the regional exclusive distributor of Mitsubishi Electric Sales Canada Inc. (“MESCA”) in one or more of those regions;
 - (b) Dealer shall use the Trademarks and Promotional Content exclusively for the purpose of promoting the products of MESCA within the territory of Mits Air, and for no other purpose;
 - (c) Unless Mits Air has given prior consent to the contrary, Dealer’s use of Trademarks and Promotional content shall be used and applied exactly as presented by Mits Air on the Website, and in any event shall be compliant with all Mitsubishi Electric Brand Standards documentation, including the requirements that the Dealer
 - (i) Represents itself as an “Authorized Dealer of” Mitsubishi Electric, or the representation of Dealer is not confusing in any way to the role of Distributor or MESCA;
 - (ii) Uses the Mitsubishi Electric Heating and Cooling Logo, and does not use any of the following: “Mitsubishi Electric Logo (alone without Heating and Cooling)”, “Changes for the Better”, “Eco Changes”;
 - (iii) Uses appropriate colour schemes and isolation area (white space) around the logo have been provided; and
 - (iv) Applies the Trademarks and Promotional Content in a manner that is consistent with the advice and direction of Mits Air.
 - (d) Dealer shall not use a trade-mark that is confusingly similar to the Trademarks and Promotional Content, or any modified version of the Trademarks and Promotional Content, without the prior consent of Mits Air;
 - (e) Dealer shall not share, distribute or give access to the Trademarks and Promotional Content to any third party without the prior consent of Mits Air;
 - (f) Dealer shall not promote the products of MESCA in a territory other than Central or Southwestern Ontario without the prior consent of Mits Air.
 - (g) Dealer shall keep all of their uses of Trademarks and Promotional Content current, meaning that Dealer shall promptly remove any Trademarks or Promotional Content which has expired or has been superseded by more current content;
 - (h) Dealer shall do all things requested by Mits Air from time to time that are desirable, or deemed necessary by, Mits Air or MESCA, to comply with MESCA’s brand standards and preserve MESCA’s intellectual property rights.
4. **Remedies Upon Termination:** Upon the effective date of termination of this Agreement, Dealer shall promptly remove the Trademarks and Promotional Content.