

# Health and Safety Excellence Program

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## Terms of Use ("Terms") – Recognition badges

Last updated: 7/30/2020

Please read these terms of use ("terms", "terms of use") carefully before displaying one or more of the Health and Safety Excellence program ("HSEp") recognition badges ("the badges"), which are property of the Health and Safety Excellence program, and the Workplace Safety and Insurance Board ("the WSIB").

Your access to and use of the badges is conditional on your acceptance of and compliance with these terms. These terms of use apply to anyone making use of the digital badges. **By using the badges, you agree to the following terms.**

### Acceptable Use of the Badges

#### Displaying the badges

An employer account that participates in the HSEp may become eligible for one or more badges throughout its involvement in the program. Only the individual or organization linked to the participating employer account may display that account's badges (described herein as "a business" or "your business"). To display a member or level badge as a business, you have to either (1) have an approved action plan ("member badge") or (2) complete all topics in a level ("level badge").

If your business earns recognition badges, you may display them on digital spaces related to your business including, but not limited to, displaying badges in or on:

- email signatures
- websites, and
- social media accounts (e.g. Facebook, Twitter, LinkedIn).

You may also include the badges on printed materials related to your business.

#### Linking to the WSIB website

For those areas of the website where linking is permitted, you may also use the badges as a link to the WSIB website, if:

- you are providing your customers or stakeholders with information about workplace safety and insurance or your site promotes workplace health and safety;
- the placement and context of the link on your site is reasonable and appropriate;
- you are reputable and in good standing with all applicable legal requirements and relevant legislation;
- your business and mandate are consistent with the WSIB's vision;
- you are in compliance with the WSIB website terms of use;
- the link does not misrepresent your relationship with WSIB and does not impinge upon the good name or goodwill of WSIB; and
- your website does not contain content that may be interpreted as distasteful or offensive.

## **Unacceptable Use of the Badges**

### **Exceptions to use**

The WSIB may ask that a business **not** display digital badges for a period where:

- the business experiences a traumatic fatality or has a fatality pending decision, from the date their action plan was approved to the date the achievement report is posted;
- any outstanding fees are owed to the HSEp provider prior to receiving the badge;
- a business has been found guilty of claims suppression;
- outstanding balances are owing to the WSIB prior to receiving the badge;
- a business has been charged or convicted at the time of recognition;
- a business has failed to fully implement a topic into 100% of the business; and
- a business is currently under investigation.

The WSIB reserves the right to consider other compliance factors such as the severity and frequency of non-compliance issues to determine recognition eligibility.

If the WSIB directs that you may no longer display badges, you will immediately remove the badges from your website and any other materials or accounts related to your business, until the WSIB authorizes you to resume use of the badges.

### **Misuse of the badge**

The badges are official marks owned by the WSIB. By using the badges, you agree not to:

- adopt, use, register or attempt to register anywhere in the world any logo or mark confusingly similar to the badges;

- do or cause to be done any act or thing, directly or indirectly, contesting or in any impairing the WSIB's right, title or interest in the badges;
- alter the badges in any manner, including proportions, colours, elements, etc., or animate, morph or otherwise distort its perspective or two-dimensional appearance;
- use the badges in a manner which displays it in a negative or disparaging manner;
- use the badges as a feature or design element of any other logo or any other name or trademark; and
- isolate any element of the badges, including the WSIB logo, for use anywhere.

Notwithstanding your satisfaction of and compliance with the foregoing, the WSIB reserves the right to withdraw its permission to use and display the badges at any time, at its sole discretion. If the WSIB exercises this right, upon request by the WSIB you will immediately remove the badges from your website, and any other materials or accounts related to your business.

## **Termination**

We may terminate or suspend access to the badges immediately, without prior notice or liability, for any reason whatsoever, including if you breach any of the terms of use.

## **Changes**

The WSIB reserves the right to make changes to these terms from time to time. If the terms change, the WSIB will make a new copy of the terms available in the HSEp digital portal resources page (as modified from time to time). The changes will become effective, and will be deemed accepted by you seven (7) days after the posting of the notification if you continue to use the badges.

## **Contact Us**

If you have any questions about the terms of use, please contact your Provider.