



EXHIBIT D. LOGO TERMS OF USE

1. The National Swimming Pool Foundation® (NSPF®) logo, which shall only be used by NSPF, GENESIS® and authorized agents for digital or print media is shown here:



2. The GENESIS® base logo which shall only be used by NSPF, GENESIS® and authorized agents for digital and print media is shown here:

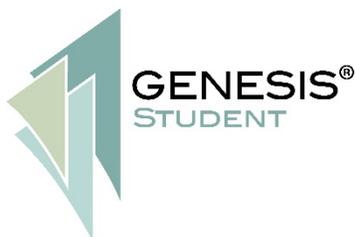


3. A specific variant of the GENESIS® base logo includes a subtitle sponsor, which shall only be used by current sponsors.

4. A specific variant of the GENESIS® base logo includes a subtitle student, which shall only be used by students who successfully complete at least one GENESIS® class.

5. A specific variant of the GENESIS® base logo includes a subtitle builder, which shall only be used by students who successfully complete GENESIS® CONSTRUCTION 201, pay the annual enrollment fee, accept terms and conditions and keep up their continuous education requirements.

6. A specific variant of the GENESIS® base logo includes a subtitle graduate, which shall only be used by students who successfully complete the 150 hours of education required for certification within the Society of Watershape Designers, pay the annual enrollment fee, accept terms and conditions and keep up their continuous education requirements. All certified members of the Society of Watershape Designers may also use this logo variant.



7. The trademark Genesis University™ can be used in text by GENESIS® Students, GENESIS® Associates, GENESIS® Graduates, and certified members of the Society of Watershape Designers.



8. The design mark for Society of Watershape Designers has been classified as a certification mark. SWD is also a certification mark to be accompanied by the text Registered or Master – the two certification levels within the Society of Watershape Designers. In addition to a logo, GENESIS® created a seal for the Society of Watershape Designer certifications for use by SWD Registered and SWD Masters. Neither logo nor seal can be used in a way that gives the appearance that a person has achieved a higher certification level than the person has actually achieved.



9. The National Swimming Pool Foundation® (“NSPF®”) grants graduates of the CPO® Certification program a limited, and graduates of the AST^{CM} Certification program a limited, non-exclusive license to use the appropriate name(s) and/or logo(s) (the “NSPF®” Marks), solely in connection with the promotion of the status of having the certification(s.)



11. The logos here presented, as well as others within its stable of products and services, are the exclusive copyright-protected property of NSPF/GENESIS. Parties that choose to use the logo(s) due so with temporary authorization only which may be revoked at any time. If a user loses its logo privilege they must remove it from digital and print media within 30 days and 180 days, respectively.

12. NSPF/GENESIS reserves the right to modify its logos at any time and is not responsible for expenses that may be required to update user’s digital or print media. Changes requested by NSPF/GENESIS shall be completed for digital media within 30 days and for print media within 180 days.

13. In some cases, the logos are available in other colors and grayscale for use over dark backgrounds. The logos shall not be modified by the user except for changes in proportional scale. This includes font style and spacing and color changes. The logo shall not be rearranged to move or scale the triangles relative to text. Authorized users shall obtain copies of the logo from NSPF/GENESIS. Do not copy from other sources.

14. For GENESIS® specific logos, when used for digital media (e.g. websites, e-mail signatures, social media, blogs, advertising, etc.) the image shall be clickable and shall link to <http://www.genesis3.com> and no other site, subdomain or specific page within the <http://www.genesis3.com> site. For NSPF specific logos, the image shall be clickable and shall link to <http://www.nspf.org> and no other site, subdomain or specific page within the <http://www.nspf.org> site.