

American Honda Motor Co., Inc.

**ProFirst Certified
Body Shop Program**

**APPLICATION AND
TERMS AND CONDITIONS
2018**

Effective: October 8, 2018



TABLE OF CONTENTS

PROGRAM PURPOSE	Page 1
PROGRAM BENEFITS	Page 2
COLLISION REPAIR SHOP ELIGIBILITY	Page 3
INELIGIBLE SHOPS / ENTITIES	Page 3
PROGRAM REQUIREMENTS	Page 4
PARTICIPATION FEE	Page 6
CERTIFICATION PERIOD	Page 6
DATA EXCHANGE	Page 7
ON-BOARDING PROCESS	Page 7
RECERTIFICATION PROCESS	Page 8
SHOP OWNERSHIP CHANGES	Page 8
PROGRAM TERMINATION	Page 9
AUDIT PROCESS	Page 9
PROGRAM PARTICIPANTS	Page 9
TRADEMARK LICENSE AND USE GUIDELINES	Page 10
IMPORTANT NOTES	Page 12

PROFIRST CERTIFIED BODY SHOP PROGRAM

TERMS & CONDITIONS

These Terms and Conditions, the ProFirst Certified Body Shop Program Application, and all exhibits and appendices hereto and any related documents (collectively referred to herein as the "Agreement"), set forth the requirements your body shop (the "Shop") must comply with in order to participate in American Honda Motor Co., Inc.'s ("American Honda") ProFirst Certified Body Shop Program (the "Program") and be designated as a ProFirst Certified Body Shop (all of the foregoing, collectively, the "Program Requirements"). The Program Requirements may be amended from time to time in American Honda's sole discretion. The Shop acknowledges and agrees that, if so designated, it will be bound by and shall comply with the Program Requirements.

The Agreement represents the entire agreement concerning the Program between the Shop and American Honda and supersedes any prior proposal, representation, or understanding between the parties. The Agreement is entered into effective as of the date of the Shop's electronic signature on the ProFirst Collision Repair Network (CRN) website.

Name of Body Shop: %SHOP_NAME% (the "Shop")

Address: %SHOP_ADDRESS%

Electronic Signature: %SIGNED_OFF_BY%

Date: %SIGN_OFF_DATE%

PROGRAM PURPOSE

The purpose of the ProFirst Certified Body Shop Program is three-fold:

- Promote the correct, complete, and safe repair of Honda and Acura vehicles.
- Provide support to those collision repair businesses who have demonstrated a commitment to a high level of customer care and satisfaction.
- Provide Honda and Acura owners with a high level of confidence that their collision-damaged vehicle will be repaired in a complete and safe manner

PROGRAM BENEFITS

If the Shop qualifies and only while it complies with the current Program Requirements during the certification period (as described herein), it will be eligible to receive the following Program benefits:

- The right to publicly display a personalized plaque that signifies the Shop's status as an American Honda ProFirst Certified collision repair shop. (The plaque shall at all times remain the property of American Honda.)
- The right to publicly display a ProFirst Certified outdoor sign provided by American Honda. (The sign shall at all times remain the property of American Honda.)
- Inclusion on American Honda's Body Shop Locator featured on the official Honda Owners website (www.owners.honda.com/collision/) and Acura Owners website (www.owners.acura.com/collision/) including the Shop's name and contact information, identifying it as a ProFirst Certified Body Shop. (Note: Unless such body shop requests that it not be listed on American Honda's Body Shop Locator, a body shop name that includes the name of a non-American Honda brand of automobile will be truncated to delete the non-American Honda brand name from the Body Shop Locator listing. For example, "Sam's Toyota-Lexus Body Shop" will be listed as "Sam's Body Shop.")

Note: The Body Shop Locator website may be promoted to Honda and Acura owners by various means and media as determined by American Honda.

- Free access to Honda and Acura service and repair information through the Service Express website including: mechanical repair information, collision repair information, electrical wiring diagrams, Service Bulletins, Service News, and Body Repair News bulletins.
- Access to the ProFirst Certified Marks (as defined herein) for use by the Shop for advertising and promotional purposes.
- The right to use the ProFirst Certified Marks for advertising and promotional purposes during the certification period while the Shop is actively certified by American Honda (i.e., has not been suspended or terminated).
- Consumer-oriented brochures to present to consumers, provided to the Shop after achieving initial program certification (On-Boarding), and available for reorder free of charge thereafter.
- Window-clings to help identify the Shop as a ProFirst Certified shop provided to the Shop after achieving initial program certification (On-Boarding).
- Wall poster to help promote the Shop's ProFirst Certification, provided to the Shop after achieving initial program certification (On-Boarding).

- First access to all Press Releases, Position Statements, Body Repair News bulletins and other collision-related industry communications issued by American Honda.
- Free access to a Collision Tech-Line through either I-CAR or VeriFacts.
- Exclusive access to a ProFirst dedicated promotional website displaying an array of customizable promotional items including hats, tee shirts, pens, tumblers, etc. All items are available for purchase and feature the ProFirst Certified Mark(s). Many items can be customized with the Shop's name and/or logo.
- Exclusive access, as space, time and resources allow, to seminars conducted by American Honda. Industry events will be chosen at the sole discretion of American Honda.
- Access to a Honda Zone Collision Market Manager (CMM) for the Shop's respective region as a contact window for any collision related inquiries related to ProFirst Certification or Honda or Acura Genuine Parts.

Note: Failure to comply with the Program Requirements at any time during the certification period may result in the Shop's suspension from the Program, and all the Shop's Program benefits will be revoked until American Honda determines that the Shop is in compliance.

COLLISION REPAIR SHOP ELIGIBILITY

The Program is available to eligible body shops, collision repair centers, and collision repair facilities, whether Honda/Acura dealer-owned or affiliated, independently owned, or part of an MSO group operating within any of the fifty (50) states of the United States and the District of Columbia (the "United States"). A collision repair shop will be considered eligible if its primary commercial business is the repair and/or restoration of motor vehicles damaged as a result of a collision or comprehensive damage.

INELIGIBLE SHOPS/ENTITIES

For the purpose of the Program, the following accounts / shops are ineligible:

- Any body shops, collision repair centers or collision repair facilities operating outside the United States.
- Parts Re-distributor: Any business purchasing parts for the purpose of re-distributing them through an alternative distribution channel.
- Parts Wholesaler: Any business purchasing parts for the purpose of wholesaling them to a body shop thereby serving as an alternative distribution channel.
- Parts Exporter: Any business, body shop or otherwise, buying parts for the express purpose of re-sale or transferring those parts outside of the United States
- Vehicle Exporter: Any sales to body shops or other similar businesses where the parts will be used to repair vehicles destined for export outside the United States
- Any repair shops whose primary business is not collision repair including those businesses dealing in the retail sales and servicing of new and/or used vehicles.

PROGRAM REQUIREMENTS

The Shop must meet, and continue to meet during the certification period, the following requirements:

Basic Knowledge and Skill Requirements

In order to qualify, and continue to be qualified for the Program, the Shop must be at least one of the following:

- I-CAR Gold Class Professionals® shop

Or...

- VeriFacts VQ or Medallion shop

Training Requirements

The Shop may satisfy the Honda/Acura specific training requirements by having its staff complete option #1 or option #2 below. Each staff member role must complete the Honda/Acura specific training as provided by I-CAR, on-line via I-CAR's website. One (1) person may not satisfy the requirements for multiple roles.

1. At least two (2) structural technicians and one (1) estimator.

OR

2. At least one (1) structural technician, one (1) nonstructural technician, and one (1) estimator.

Further, the same estimator or steel structural technician or non-structural technician must complete all required classes to be fully trained and meet Program Requirements.

The following classes must be completed as described above: HON10e, HON11e, HON12e, HON14e, HON15e, and HON16e. For convenience, these classes will be available on-line through I-CAR.

In addition, one (1) technician, (preferably a structural technician) must complete and pass the BRZ02 Hands-on M.I.G. Brazing course offered by I-CAR. The course must be scheduled directly with I-CAR.

Additional required classes may be added at any time at the discretion of American Honda. The Shop will be notified via email as new classes are introduced and will have sixty (60) days from the date that the Shop is notified of a new class to complete the specified class in order to maintain its ProFirst Certified status.

CSI System

The Shop must maintain a Customer Care (CSI customer contact) system. If the Shop already has a CSI system, the following customer questions should be included:

- Did the quality of the body repairs meet your expectations? (Yes/No)

- Were you treated in a friendly, professional and helpful manner? (1-10) (10 being best)
- Would you recommend this repair facility to your friends and family? (Yes/No)
- Did the time it took to complete the repairs match your expectations? (Yes/No)
- Did you feel well informed on the repairs needed for your vehicle? (Yes/No)
- Were you kept well informed on the status of your vehicle repair? (Yes/No)
- Were you sufficiently updated (appropriate frequency) on the status of your repair? (Yes/No)

Tools and Equipment

Have and maintain at the Shop, at all times, a prescribed set of tools and equipment which may change from time to time. (See separate list for current required tools and equipment available at profirfirstinfo.honda.com.)

Facility Standards

Maintain prescribed facility standards. Standards will cover, but not be limited to the following areas:

- Cleanliness and suitability of each part of the facility (e.g., lobby, repair floor, paint booth, etc.)
- Adequate parking
- Adequate and safe storage for damaged vehicles
- Personal safety for employees and customers
- Service processes
- Customer communication
- Safe and efficient shop environment

Shop Inspections

To determine the Shop's initial qualification, and for each succeeding year that the Shop is invited to renew their ProFirst certification and chooses to participate, the Shop will be inspected by a third-party independent auditor.

Failure To Maintain Program Requirements

Failure to comply with the Program Requirements at any time may result in suspension of the Shop's certification and/or removal from the Program without refund in full or in part. Should the Shop be suspended, it will remain on the ProFirst network roster but will lose all Program benefits and the Shop may not be promoted as a ProFirst Certified Shop until American Honda determines the Shop is in compliance or the Shop's certification expires, whichever comes first. The Shop's certification period will not be extended to account for the time the Shop was suspended. Should the Shop be terminated, it will lose all benefits and be removed from the ProFirst network roster. Should the Shop wish to reapply for ProFirst Certification after termination, it will be subject to area availability and may be placed on the "Wait List", pending CMM approval.

PARTICIPATION FEE

- The annual participation fee for the Program (the “Participation Fee”) is currently \$2,700 per shop per certification year application, due and payable prior to beginning the Shop’s first certification process, and then upon invitation to recertify for an additional year, (typically around ninety (90) days prior to the expiration of the current certification period). The recertification process will not begin until payment is received. The Participation Fee includes the use of all collateral materials and services provided by American Honda to the Shop, including plaque, signage, etc. (which materials are and shall remain the property of American Honda), and one inspection visit from a ProFirst Certified audit administrator for the purpose of verifying compliance with the Program Requirements, all of the preceding is subject to the Shop’s successful certification. In the event that a ProFirst Certified audit administrator determines that the Shop does not meet the Program Requirements during the initial audit, thereby necessitating a second audit visit, the Shop will be charged an additional audit fee (currently \$500, but is subject to change). In the event that a ProFirst Certified audit administrator determines that the Shop does not meet the Program Requirements during the second audit (necessitating a third audit visit), the Shop will be charged an additional audit fee (currently \$500, but is subject to change). In the event that a ProFirst Certified audit administrator determines that the Shop does not meet the Program Requirements during the third audit, American Honda reserves the right to disqualify the Shop for consideration in the Program. **Any Participation Fee(s) paid by the Shop will not be refunded in the event of disqualification from the Program.**
- The method of payment shall be by credit card or wire transfer.
- The Participation Fee is not refundable in full or in part.
- The Participation Fee is not negotiable.

CERTIFICATION PERIOD

The initial certification period will be one (1) year beginning on the date on which American Honda first notifies the Shop of its acceptance as a participant in the Program (the “Start Date”). For example, if the Shop is notified of its Program status on June 15, 2018, its status will expire on June 14, 2019. The following events are grounds for the Shop to be disqualified from the certification period:

- If the Shop fails to maintain its I-CAR Gold Class® status or VeriFacts VQ or Medallion status as applicable; or
- If the Shop fails to maintain any and all Program Requirements (including but not limited to training, tools, and equipment) during the certification period; or
- If the Shop fails to comply with the Program’s training requirements for technicians and estimators within sixty (60) days of the training being announced as described above.

If any of the above events occur, the Shop will be disqualified from the Program and the Shop’s certification will be revoked immediately upon written notification (i.e., by email) by American Honda to the contact provided by the Shop. It is the Shop’s responsibility to comply with all Program Requirements.

DATA EXCHANGE

American Honda reserves the right to require shops participating in the Program to provide certain customer survey data to American Honda or its designee in order to add enhancements to the Program.

ON-BOARDING PROCESS (INITIAL APPLICATION)

- The Shop notifies American Honda of their desire to become a ProFirst Certified shop by contacting either the Shop's respective Honda Zone Collision Market Manager (CMM) or the Program Administrator, Rossana Alvarez at profirst@ahm.honda.com. The Shop must provide its name, address, phone number, email address, and contact person.
- [The CMM will evaluate the Shop and the Shop's surrounding area to determine if an invitation to apply for certification will be extended to said Shop.](#)
- If approved to apply, the Shop will then receive an email from the VeriFacts ProFirst Administrative Support Team with a website address and password for the CRN website.
- The Shop will log into the CRN website and complete their ProFirst Certified Program Enrollment Profile.
- Once the ProFirst Certified Program Enrollment Profile is completed, the profile is reviewed by American Honda, and the Shop will be either approved to move forward or its enrollment will be put on hold to address issues.
- [If approved, an invoice link will be sent to the Shop by email from the VeriFacts ProFirst Administrative Support Team. The invoice is payable per the terms of the email, and the Shop's onboarding process will not continue until the payment is made. If the Shop does not pay the invoice via the specified methods and within the specified period of time, the Shop will be removed from consideration for the Program.](#)
- [Within thirty \(30\) days of payment, an auditor designated by VeriFacts Automotive will audit the Shop and, after the audit is completed, an audit report is sent by VeriFacts to American Honda, the Shop and the Shop's respective CMM. VeriFacts Automotive will contact the Shop prior to the audit to arrange a time for an inspection \(audit\) that is mutually convenient to the Shop and the VeriFacts auditor.](#)
- [After review of the audit report by American Honda, the Shop is notified of their status. Assuming the Shop qualifies, this date shall be the "Start Date" for the purposes of establishing the Shop's certification period.](#)
- [Assuming the Shop qualifies, the Shop's name is placed on the American Honda ProFirst shop locator site and collateral materials will arrive at the Shop's address within eight \(8\) weeks.](#)
- [If after reviewing the audit report American Honda determines the Shop has any gaps in meeting the Program Requirements, the Shop will not qualify for certification. The Shop will be notified accordingly and be given a specified period of time to satisfy all Program Requirements. Should the Shop not comply within the specified period of time, the Shop will be removed from consideration for the Program.](#)

RECERTIFICATION PROCESS (SUBSEQUENT APPLICATION)

- Approximately ninety (90) days prior to the current certification period expiration date, American Honda will check the status of the Shop's compliance with the training requirements.
- If the Shop's training requirements are satisfied, and pending an approved invitation by American Honda, the Shop will receive a reminder notice via email to begin the recertification process to apply for an additional certification period and maintain its ProFirst status, followed by an email from VeriFacts with an invoice link for payment to apply for the next certification. Assuming all requirements are satisfied before the Shop's current certification period expires, the next certification period will begin one (1) day after the current certification period expires.
- If the Shop's training requirements are not satisfied, the Shop will be notified accordingly and will be required to resolve the unsatisfied requirement(s) within a specified period of time. Should the Shop not resolve the unsatisfied requirement(s) as indicated, the Shop will be suspended until American Honda determines it is in compliance or the current certification period expires, whichever occurs first.
- Within thirty (30) days of payment, an auditor designated by VeriFacts Automotive will audit the Shop and, after the audit is completed, an audit report is sent by VeriFacts to American Honda, the Shop and the Shop's respective CMM. VeriFacts Automotive will contact the Shop prior to the audit to arrange a time for an inspection (audit) that is mutually convenient to the Shop and the VeriFacts auditor.
- After review of the audit report by American Honda, the Shop is notified of their status. Assuming the Shop qualifies, the new certification period will begin one day after the expiration of the Shop's current certification period.
- Assuming the Shop qualifies, the Shop's name will remain on the American Honda ProFirst shop locator site and a new personalized plaque will arrive at the Shop's address within eight (8) weeks.
- If after reviewing the audit report American Honda determines the Shop has any gaps in meeting the Program Requirements, this means the Shop will not qualify for recertification. The Shop will be notified accordingly and be given a specified period of time to satisfy all Program Requirements. Should the Shop not comply within the specified period of time, the Shop will be removed from consideration for recertification for the Program.

SHOP OWNERSHIP CHANGES

If a participating Shop changes ownership, and/or changes its DBA business name, American Honda must be notified immediately by contacting Program Administrator Rossana Alvarez at profirst@ahm.honda.com or by notifying its respective CMM. Additionally, the Shop must update their profile in the CRN. The Shop under the new ownership and/or business name must meet all Program Requirements to remain in the Program for the remaining balance of the current certification period. Should the Shop be approved for a renewed certification period, a new plaque shall be issued for the new business name at the start of the next certification period.

PROGRAM TERMINATION

The Shop's participation in the Program will terminate upon any of the following occurrences:

- If the Shop fails to renew its participation in the Program in accordance with the recertification process described above.
- The Shop fails to comply with any Program Requirements.
- The Shop fails to act in good faith.
- The Shop commits fraud or otherwise engages in other dishonest conduct relative to the Program.
- Customer satisfaction is consistently below acceptable standards, as determined by American Honda.
- [The Shop fails to remit any fees due hereunder in a timely manner, and such default continues unremedied for a period of seven \(7\) business days upon notification by American Honda.](#)

Cessation of Use and Return/Destruction of ProFirst Certified Signage, Plaque and Collateral Materials

All ProFirst Certified sign(s), plaque, wall posters, brochures, promotional materials and other items bearing the ProFirst Certified Marks are and shall remain the property of American Honda and must be destroyed or returned to American Honda (as directed by American Honda) upon (a) termination of the Program or (b) termination or expiration of the Shop's participation in the Program. Upon termination or expiration, all benefits provided herein under the Program shall be immediately rescinded.

AUDIT PROCESS

American Honda reserves the right to audit any and all Program elements, transactions, or any other data that American Honda, at its discretion, deems pertinent for the purposes of maintaining Program integrity and determining the Shop's compliance with the Program Requirements.

PROGRAM PARTICIPANTS

Businesses supporting the Program include:

Inter-Industry Conference on Auto Collision Repair, better known as I-CAR
I-CAR Training Support Center
5125 Trillium Boulevard
Hoffman Estates, IL 60192
Telephone: (800) 422.7872
E-Mail: CustomerCare@i-car.com

Verifacts Automotive, LLC
[220 Newport Center Drive, Suite 11-281](#)
[Newport Beach, CA 92660](#)
Telephone: (800) 381-3447
E-Mail: info@verifactsauto.com

TRADEMARK LICENSE AND USE GUIDELINES

Provided that the Shop qualifies and is accepted into the Program pursuant to the terms, conditions and provisions herein, American Honda grants to the Shop a limited, non-exclusive, revocable, non-transferable, royalty-free license, without the right of sublicense, to use the ProFirst word mark and ProFirst Certified logos (collectively, the “ProFirst Certified Marks”) solely as provided herein. All uses by the Shop of the ProFirst Certified Marks shall inure exclusively to the benefit of American Honda. The Shop agrees that it shall not acquire any rights in the ProFirst Certified Marks by virtue of any use it may make of the ProFirst Certified Marks. Other than as expressly provided above, nothing in this Agreement shall be construed as a license for use of any other trademarks, trade names, logos, or other intellectual property owned by American Honda or its parent and affiliate companies (“American Honda Marks”). American Honda reserves the right to amend, modify, and replace the ProFirst Certified Marks, as it deems necessary in its sole discretion.

The following guidelines must be followed for all use of the ProFirst Certified Marks:

General Use Guidelines

- The ProFirst Certified Marks may only be used to identify services that have met and are consistent with the Program Requirements herein (the “Program Service”), and may not be used in connection with any other product or service—including the advertising of such other product or service—other than the Program Service.
- Do not use the ProFirst Certified Marks in any manner that might imply that any non-Program Services or materials, including but not limited to goods, services, websites, or publications, are sponsored, endorsed, licensed by, or affiliated with American Honda.
- Do not display the ProFirst Certified Marks as a primary or prominent feature of any non-ProFirst Certified materials. Companies using the ProFirst Certified Marks pursuant to these guidelines must also display in the primary and more prominent position, its own logo(s), business name, product names, or other branding.
- The ProFirst Certified Marks may not be used in any manner that is likely to reduce, diminish, or damage the goodwill, value or reputation associated with the ProFirst Certified Marks, or in any manner that would disparage American Honda or its products or services.
- The ProFirst Certified Marks, as well as any American Honda Marks, may not be used by the Shop in any other company name, product name, service name, domain name, website title, publication title, or the like.
- Do not combine the ProFirst Certified Mark with any other name or logo, including any Honda or Acura logo.
- The ProFirst word mark must always be spelled with a capital “P” and a capital “F”, with the other letters being in lower case. There must be no space between “Pro” and “First.”
 - Do not use all capital letters in text
 - When referring to ProFirst Certified in copy, do not use the logo version.
- Non-ProFirst Certified materials should not mimic any ProFirst Certified advertising, product packaging, or website design.
- Do not alter, change, or otherwise modify the ProFirst Certified Marks.

- Do not use, adopt, or register any imitation, modification, or confusingly similar variation of the ProFirst Certified Marks.
- Do not use the ProFirst Certified Marks in any manner that would violate the rights of any third party.
- The Shop may only use the ProFirst Certified Marks during the time in which the Shop is accepted by American Honda into the Program. In the event the Shop no longer satisfies the Program Requirements, all rights to use the ProFirst Certified Marks will automatically be revoked and terminated, and all ProFirst Certified Marks usage must immediately cease, including the use of purchased promotional items.
- The Shop must immediately, and at its sole cost and expense, correct any usage of the ProFirst Certified Mark that American Honda regards as failing to comply with these guidelines.
- American Honda may, from time to time, amend, add, delete, change or otherwise modify the terms of the ProFirst Certified Trademark License and Use Guidelines in its sole discretion. The Shop agrees to use the ProFirst Certified Marks solely according to the terms herein or as otherwise amended by American Honda in writing.
- The ProFirst Certified logos (“Logo”) may be used only as provided by American Honda with no changes, including but not limited to changes in the color, proportion, or design, or removal of any words, artwork, or trademark symbols. Use only approved Logo artwork as provided by American Honda.
- The Logo must be displayed with the proper isolation space surrounding the Logo. The cap height of the “P” in the Logo represents the minimum measurement of clearance that must surround all sides of the Logo to separate the Logo from other elements.
- Do not stretch, compress, bend, tilt, black-out, reverse, animate, morph or otherwise distort the Logo in any way, shape, manner or form.
- Do not omit portions or use a partial version of the Logo.
- Do not use, adopt, or register any imitation, modification, or confusingly similar variation of the Logo
- To signify that the Shop works on Honda or Acura vehicles, the word “Honda” or “Acura” may be used as part of a referential phrase or sentence (e.g., “We service Honda vehicles”), with the first letter capitalized and all other letters in lower case.
 - “Honda” and “Acura” cannot be written in all caps or be displayed more prominently than any adjacent wording. The font size cannot be larger than the font of other wording surrounding it.
 - “Honda” and “Acura” may not be displayed alone in any manner.

ProFirst Certified Approved Media Use

The ProFirst Certified Marks may be displayed in the following media:

- The Shop’s own ProFirst Certified Shop’s web site
- Point-of-purchase display within the confines of the Shop’s facility
- Yellow Pages® ads or similar advertising (print or on-line) promoting the Shop as a ProFirst Certified Shop
- Customer/consumer-oriented brochures, flyers, or other collateral materials promoting the Shop as a ProFirst Certified Shop
- Exterior signage or banners (must be pre-approved) promoting the Shop as a ProFirst Certified Shop

- In order to promote the ProFirst brand and facilitate ease of identification of such shops for Honda and Acura owners, all ProFirst certified collision repair shops during the term of their certification shall:
 - Display, in a conspicuous place accessible to customers, the ProFirst plaque provided.
 - Display, in a conspicuous place, preferably at an outdoor location where applicable rules, laws and ordinances allow, the ProFirst sign provided.
 - Display, in a conspicuous place on the shop's website and other social media as applicable, the ProFirst logo as provided.
- Note: The ProFirst logo is provided in JPG format in multiple color combinations to coordinate with any background. If other digital formats are needed contact American Honda at profirst@ahm.honda.com for additional formats available.

IMPORTANT NOTES

- **The Shop will refer to the Service Express website for the applicable repair procedures and/or position statements for each model Honda or Acura vehicle to be repaired or serviced by the Shop. Notwithstanding the foregoing, the Shop remains fully responsible for all repairs, services and other work that it performs and shall not state, suggest or imply to customers or others that American Honda warrants or assumes any responsibility for any such repairs, services and other work. In advertising or otherwise informing customers or others of its status as a ProFirst Certified Body Shop, the Shop will provide such persons with all such Program disclaimers as may be required by American Honda.**
- The number of ProFirst Certified shops will be limited by metro area at the discretion of American Honda.
- American Honda reserves the right to add, delete, change or otherwise modify with regard to cost, content, or availability any and all Program elements at any time, including those mentioned within this Agreement, or those that may be introduced at a later time.
- American Honda reserves the right to remove the Shop from the Program if the Shop fails to meet Program Requirements.
- American Honda reserves the right to limit or expand the number of ProFirst Certified shops in the ProFirst Certified network at the sole discretion of American Honda. No exclusivity is granted, expressly or implied to any Shop.
- American Honda reserves the right to remove the Shop from the Program if the Shop attempts to secure Program benefits by fraudulent means.
- American Honda reserves the right to audit any and all transactions pursuant to the Program.
- American Honda reserves the right to revise or cancel the terms and/or conditions of the Program at any time without advance notice.

- American Honda reserves the right to modify the requirements of the Program without prior notice. The Shop will be notified of Program modifications via e-mail.
- American Honda reserves the right to add, delete, change or otherwise modify the terms of the Trademark License and Use Guidelines at any time.
- American Honda reserves the right to remove the Shop from the Program – including all rights to use the ProFirst Certified Marks – should any use by the Shop of the ProFirst Certified Marks fail to comply with the guidelines stated herein or as may be amended from time to time by American Honda in its sole discretion.
- American Honda reserves the right to suspend or remove the Shop from the Program if it has been accused of any civil or criminal misconduct including but not limited to failure to perform agreed-upon repairs or securing or attempting to secure insurance company payments by wrongful means. In the event the Shop and or the Shop's owner or executive management is indicted, tried and convicted, the Shop will be terminated from the Program. If exonerated of all charges, the Shop may be re-instated in the Program.
- The Shop will be solely responsible for communicating updated contact information changes to American Honda via email to profirst@ahm.honda.com and its respective CMM at all times. The Shop will also be solely responsible for accordingly updating their ProFirst Certified Program Enrollment Profile in the CRN.