

Logo and Branding (Trademarks) Terms of Use

1. This document is intended to be used in combination with the **Carbon Neutral Brand Toolkit**.
2. Carbon Neutral trademarks are the exclusive property of Carbon Neutral. Parties requesting permission to use or display a Carbon Neutral trademark must complete this **Trademark Terms of Use application** and submit a signed copy via email to Carbon Neutral at contactus@carbonneutral.com.au for approval.
3. All parties using or displaying Carbon Neutral trademarks must agree in writing to the following Terms of Use (Terms). Any use or display without prior agreement to these Terms will be treated as a violation of Carbon Neutral's intellectual property rights.
 - i) Authorisation to use or display Carbon Neutral trademarks is contingent upon pre-approval by Carbon Neutral of samples of the proposed use(s) of the trademark submitted via email (Approved Use). Carbon Neutral's approval must be granted **prior to** a Party publishing any material (either in print or digitally) featuring a Carbon Neutral trademark.
 - ii) Authorised Users must only use or display the trademarks as set out in these Terms and by the **Carbon Neutral Brand Toolkit**.
 - iii) Once an Approved Use has been granted by Carbon Neutral, the applicant becomes an Authorised User until such time as approval is revoked by Carbon Neutral, or the Authorised User does not comply with clause 4 (i) and (ii) of these Terms.
 - iv) Carbon Neutral may authorise a third party (for example designer or web developer) to use or display Carbon Neutral trademarks on digital or printed materials which are produced or maintained by, or on behalf of, the Authorised User, in connection with their services.

- v) Carbon Neutral may place restrictions on use of its trademarks, or reconsider a usage approval, at any time if it considers the trademark usage contravenes the Approved Use.
- vi) Logo use is not permitted on products. Product placement or product endorsement is **not permitted** unless a specific, stand-alone product placement agreement has been expressly entered into with Carbon Neutral. Product placement approval usually requires an LCA to have been conducted.
- vii) Carbon Neutral may restrict, amend, or cancel its authorisation for an Authorised User to use or display its trademarks, by written notice to the Authorised User, who must **within 30 days** of the notice comply with the restrictions, amendments or cancellation.
- viii) Carbon Neutral may monitor an Authorised User's compliance with these Terms. Upon reasonable request, an Authorised User must promptly provide Carbon Neutral with copies of the printed or digital sample(s) and other materials on which Carbon Neutral trademarks are displayed.
- ix) Authorised Users must always act in good faith and refrain from engaging in misrepresentations or fraudulent activity in any transaction or dealings with Carbon Neutral. Authorised Users must at all times avoid any behaviour that would be reasonably expected to damage the reputation of Carbon Neutral in particular or the carbon market in general.
- x) The Authorised User acknowledges that the ownership of all rights to Carbon Neutral trademarks remain with Carbon Neutral.

Guidelines for Use

4. Authorised Users must comply with all Carbon Neutral guidelines, requirements and prohibitions for using Carbon Neutral trademarks, including but not limited to the following:

Upfront Annual Minimum Contribution

- i) The (initial) annual contribution must meet at least the required threshold (in a single transaction) as set out in the table below:

Organisation Size	# Trees	# Carbon offsets
Small (employees < 8 persons)	200	35*
Medium (8 to 15 persons)	400	70
Mid-size (16 to 50 persons)	600	150
Large (51 persons +)	800	230
Corporate	1000	420

*Logo use does not apply with the purchase of certain offset products

Annual Renewal

- ii) Users that are authorised to display Carbon Neutral trademarks based on once-only contributions are authorised to use the marks for a 12 month period from the date of the relevant invoice. If a client does not renew with Carbon Neutral on at least the same terms as in the prior 12 month period, they must **discontinue** use of the Carbon Neutral trademark(s) on all applicable marketing collateral **within 30 days** of the 12 month authorised usage period expiring.

Explicitly Endorsed

- iii) Carbon Neutral trademarks must not appear in any placement, in print or digitally, which would be reasonably expected to imply that Carbon Neutral endorses or approves any activity, product or organisation that it has not explicitly endorsed or approved.

Website Backlink

- iv) When used online, the trademarks must include a backlink to the Carbon Neutral website carbonneutral.com.au embedded in the image. When used in print, the trademarks must be accompanied by Carbon Neutral's website URL.

CN Master Logo

- v) **Authorised Users are not permitted to use Carbon Neutral's Master Logo under any circumstances.** Carbon Neutral allows Authorised Users to use relevant variations of its Master Logo, which include the word 'supporting'. This term reduces risk associated with overstating green claims. Only those variations contained in the **Carbon Neutral Brand Toolkit** may be used.

Obtaining CN Trademarks

- vi) Authorised Users may only access Carbon Neutral trademarks by direct request to Carbon Neutral, specifying the names of the requested trademark(s) from the **Carbon Neutral Brand Toolkit**, whereupon the requested files will be emailed to the Authorised User. Trademarks must only be reproduced from content supplied electronically or emailed directly from Carbon Neutral.
- vii) Trademarks must not be varied or altered in any way whatsoever from the original file(s) supplied by Carbon Neutral.

Trademarks Not Expressly Covered

5. **Any** use or display of any Carbon Neutral trademark not expressly covered in this Terms of Use document is not authorised.
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I hereby accept these Terms of Use for usage and display of Carbon Neutral trademarks.

Full company name and ABN

Email/Telephone

Web Address and/or Social Media

Owner/Director/Chief Executive Officer/Authorised Representative

Country of Domicile

Signature

Date