EUROPEAN PAYMENTS COUNCIL
Towards our Single Payment Area

Doc. EPC025-08 14 April 2008
(Version 0.4) EPC

Terms and Conditions
Usage of SEPA Logo

1. DEFINITIONS AND INTERPRETATION

The following words and phrases shall have the following meanings:

1.1 ‘Agreement’ means the terms and conditions set out hereto

1.2 'EPC' means the European Payments Council

1.3 ‘Mark’ means the SEPA logo trade mark whether registered or not, as identified in Appendix 1

1.4 ‘SEPA Programme’ means the Single Euro Payments Area initiative of the EPC to bring about a single European domestic payments market

1.5 ‘Term’ means the period during which this agreement shall be valid and in force, being from the date hereof until terminated in accordance with this Agreement

1.6 ‘Territory’ means worldwide

1.7 ‘Use’ means the use to promote the SEPA Programme

1.8 'User' means the entity intending to use the mark in accordance with the terms of this Agreement

1.9 'Visual Identity Guidelines' means the branding guidelines produced by EPC from time to time

2. LICENCE

2.1 EPC hereby grants to the User, who hereby accepts, a non-exclusive, non-transferable and royalty-free licence to use the Mark, without the right to sub-licence for purposes of the Use only within the Territory and for the Term subject to the terms of this Agreement.

2.2 The User acknowledges that EPC is the exclusive and beneficial owner of all right; title and interest in and to the Mark and nothing contained in this Agreement shall give the User any right, title or interest in and to the Mark other than as expressly provided for in this Agreement.

3. OBLIGATIONS OF THE USER

3.1 The User shall only use the Mark in accordance with and in the manner and form set out in the Visual Identity Guidelines (EPC034-08).

3.2 The User shall ensure that all uses of the Mark, in whatever manner, medium or form, are accompanied by an acknowledgement from the User that the Mark is used under licence from EPC, which acknowledgement shall take the following form:

“Use of the SEPA mark is under licence from the European Payments Council”.

3.3 The User shall ensure that its use of the Mark shall comply with all applicable laws and regulations imposed by any governmental or other competent authority including any industry standards.

3.4 The User shall not:

3.4.1 use the Mark in combination with any other trade mark, name, logo, device or design. For purposes of clarification this does not prevent the use of other trade marks, names, logos, devices or designs on the same page, form or web page as the Mark provided such use is not in combination with the Mark;

3.4.2 use the Mark as part of any corporate, trading, business, domain name or meta-tag of the User;

3.4.3 use the Mark other than for purposes of the Use as provided for under this Agreement and only in the Territory and for the Term;

3.4.4 use any other trade mark, name, logo, device or design so resembling the Mark;

3.4.5 apply for or hold anywhere in the world any applications or registrations for trade marks, names, logos, devices or designs in respect of any products or services which contain or consist of the Mark or any confusingly similar marks (and shall not authorise or assist any third party to do so);

3.4.6 do, or omit to do, anything which impairs the registrations of, and/or the rights of EPC in the Mark or which debases or reduces the reputations or the commercial value of the Mark.

4. TITLE AND GOODWILL

4.1 The User acknowledges that EPC is the exclusive owner of the Mark and of all goodwill in and to the Mark.

4.2 Any goodwill derived from the Use of the Mark by the User shall accrue to EPC. If the User does obtain any interest in any of the Marks, including without limitation the goodwill in the Mark, then the User shall promptly assign such rights to EPC without charge.

5. INFRINGEMENT

5.1 The User shall promptly inform EPC of any attack on the validity or any infringement of any of the Marks which comes to its attention.

5.2 The User shall not take any steps or make any admissions regarding any infringement of the Mark, but shall provide, all assistance which EPC may reasonably request in taking any steps against any infringement of, or other proceedings instituted against, the Mark. EPC shall have all control over any legal proceedings, and shall be entitled to any damages, account of profits or costs which may be obtained or awarded.

6. TERMINATION

6.1 The licence granted under this Agreement shall continue for the Term until terminated in accordance with the provisions of this clause.

6.2 EPC will have the right, without prejudice to its other rights or remedies, to terminate this licence immediately if:

6.2.1 The User is in material breach of this Agreement and has failed to remedy such breach within 14 days of receiving written notice thereof;

6.2.2 It becomes unlawful in any relevant jurisdiction for EPC to continue to licence the Mark to the User and/or the continuation of the licence granted pursuant to this Agreement would impose unduly onerous and burdensome requirements on EPC;

6.2.3 The User:

i. is unable to pay its debts or becomes insolvent;

ii. is the subject of any form of seizure or an order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction);

iii. has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;

iv. enters into or proposes any composition or arrangement with, or assignment for the benefit of, its creditors generally; or

v. is the subject of any events or circumstances or analogous to the foregoing in any applicable jurisdiction.

6.2.4 The User challenges the validity or ownership of the Mark or files an application in its own name for the Mark; or any mark that contains the Marks; or any mark that is confusingly similar to the Mark or assists any person to do any of the foregoing.

6.3 Either party may terminate this Agreement on giving the other party at least 30 days written notice.

6.4 Termination howsoever occasioned shall be without prejudice to any rights of the other party that have or may have accrued prior to termination. Further, Clause 5 -Title and Goodwill shall survive termination of this Agreement.

7. CONSEQUENCE OF TERMINATION

7.1 On termination of this Agreement, the User shall:

7.1.1 Immediately cease and desist from using the Mark; and

7.1.2 Immediately destroy or delete all documents and information containing, regarding, referring or relating to the Mark, including all promotional material and documents and, including any held electronically and undertakes not to use such documents for any purpose or in any manner pending destruction or deletion.

8. INDEMNIFICATION

8.1 The User shall indemnify EPC in respect of any and all damages, losses, expenses or costs (including without limitation legal costs and expenses) incurred or suffered by EPC as a result of any act or omission by the User in connection with this Agreement (including without limitation any breach of this Agreement).

9. THIRD PARTY RIGHTS

9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement, and a person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

10. GOVERNING LAW AND JURISDICTION

10.1 This Agreement shall be governed by and construed in accordance with Belgian law and the parties irrevocably submit to the exclusive jurisdiction of the Belgian courts.

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Appendix 1

SEPA Logo without Text

SEPA Logo with English Text

The logo is being made available in several SEPA languages and these may also be used in conjunction with the English text as part of the logo. The complete range of logos will be published on:

www.europeanpaymentscouncil.eu/content.cfm?page=sepa_logos