

# Terms and Conditions

## Usage of SEPA Logo

EPC025-08

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European  
Payments Council

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## Terms and Conditions Usage of SEPA Logo

### 1 Definitions and Interpretation

In this Agreement:

- 1.1 'Agreement' means the terms and conditions set out hereto.
- 1.2 'EPC' means the European Payments Council, a not-for-profit international association (Association Internationale Sans But Lucratif, AISBL), registered under and governed by Belgian law, having its registered address at Cours Saint-Michel 30, B-1040 Brussels, Belgium, Enterprise N° 0873.268.927.
- 1.3 'Mark' means the SEPA logo trademark whether registered or not, as identified in Appendix 1.
- 1.4 'Single Euro Payments Area (abbreviated: SEPA)' is a European Union (EU) payments integration initiative aimed at harmonising electronic euro payments in Europe.
- 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 the countries and territories which are part of the jurisdictional scope of the SEPA Schemes, as listed in the EPC List of SEPA Scheme Countries, as amended from time to time<sup>1</sup>.
- 1.7 'Use' means the use to promote SEPA.
- 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 the EPC from time to time.

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<sup>1</sup> The geographical scope of the SEPA Schemes is defined in the 'EPC list of SEPA Scheme Countries' (document EPC409-09). It can be found via the link <https://www.europeanpaymentscouncil.eu/document-library/other/epc-list-sepa-scheme-countries>.



## 2 Licence

- 2.1 The 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 within the Territory and for the Term subject to the terms of this Agreement.
- 2.2 The User acknowledges that the 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 the EPC, which acknowledgement shall take the following form:

“Use of the SEPA mark is under licence from the European Payments Council AISBL”.
- 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 trademark, name, logo, device or design. For purposes of clarification this does not prevent the use of other trademarks, 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 for purposes other than the Use as provided for under this Agreement, and only in the Territory and for the Term as provided for under this Agreement;
  - 3.4.4 use any other trademark, 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 trademarks, 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 registration of, and/or the rights of the EPC in the Mark or which debases or reduces the reputation or the commercial value of the Mark.



## 4 Title and Goodwill

- 4.1 The User acknowledges that the 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 the EPC. If the User does obtain any interest in the Mark, including without limitation the goodwill in the Mark, then the User shall promptly assign such rights to the EPC without charge.

## 5 Infringement

- 5.1 The User shall promptly inform the EPC of any attack on the validity or any infringement of the Mark 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 the EPC may reasonably request in taking any steps against any infringement of, or other proceedings instituted against, the Mark. The 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 The 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 the 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 the 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 Mark; 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 4 -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 the EPC in respect of any and all damages, losses, expenses or costs (including without limitation legal costs and expenses) incurred or suffered by the 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 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.



## Appendix 1

### SEPA Logo with English Text



The logo is being made available in several SEPA languages which may be used in conjunction with the English text as part of the logo. The complete range of logos is available on the EPC website through the following link:

<https://www.europeanpaymentscouncil.eu/document-library/other/sepa-logo-vector-format>