

## TIA MEMBER LOGO TERMS OF USE

As a member of the TIA, we offer your organisation ("**You**") the opportunity to use and display the following logo ("**Logo**") in connection with your legitimate business activities.

By doing so, you agree to be bound by the following terms and conditions in connection with the use of the Logo:



- 1.1 The TIA hereby grants You a non-exclusive licence to use and display the Logo in connection with your business activities ("**Licence**") including, but not limited to, the non-exclusive right to use and display the Logo on your letterhead, business card, website or any other marketing or promotional documentation used by You ("**Materials**").
- 1.2 You shall not acquire any right or title to any Intellectual Property of the TIA or the Logo through your use of the Logo pursuant to this clause. For the avoidance of doubt, Intellectual Property means any intellectual or industrial property throughout the world, including all rights in relation to inventions (including patents), copyright or rights analogous to copyright, trade marks (including service marks), designs, Confidential Information (including trade secrets and know how) plant variety rights, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, whether registered or registrable and for the entire life of those rights and any renewals.
- 1.3 The term of use shall continue without limit provided that You maintain your status as a current financial member of the TIA.
- 1.4 Notwithstanding **clause 1.3**, the TIA may at any time terminate, suspend or limit the use of the member logo by written notice to You.
- 1.5 Upon termination of the logo use pursuant to **clause 1.4** You must:
  - (a) immediately cease displaying the Logo on your Materials; and
  - (b) undertake any and all acts necessary to permanently remove the Logo from all Materials within ninety (90) days of termination.
- 1.6 You warrant that You will:
  - (a) use or display the Logo only in connection with your legitimate business activities;
  - (b) not use or display the Logo in any way that may indicate or imply, whether directly or indirectly, that the TIA has provided any goods or services to You for use in connection with your business activities;
  - (c) not use or display the Logo in any way that may indicate or imply, whether directly or indirectly, that the TIA has authorised or endorsed the provision of any of your goods or services or made any representations about the quality of any of your goods or services in connection with your business activities; and
  - (d) not use or display the Logo in any way that would be considered defamatory to TIA or that would constitute a breach of any law or statute.
- 1.7 You hereby release and indemnify the TIA (and will keep the TIA released and indemnified) in respect of any losses, costs, expenses and damages (including full legal costs and disbursements) sustained or incurred, whether directly or indirectly or consequentially or in any other way incurred by the TIA due to:
  - (a) the breach by You of the terms of this document; or
  - (b) any wilful or negligent act or omission by You.