



NAME AND LOGO USAGE POLICY

The Jewelers of America Name and Logo Usage Policy, as detailed in this document, is designed to protect the value of the Jewelers of America brand and discourage misrepresentations of relationships between Jewelers of America and its members and other parties. This policy governs all public representations of the Jewelers of America name and/or logo regardless of format or communication medium. Such representations include, but are not limited to, websites, brochures, promotional materials, publications (print or digital) and other related materials.

Use of the Jewelers of America name and/or logo is for communication purposes only and does not constitute a quality mark or any form of endorsement of a company, organization, program, product or activity.

Members and partners of Jewelers of America are strongly encouraged to notify Jewelers of America of any perceived misuse of the Jewelers of America name or logo. Such notifications and any questions regarding name and logo usage should be addressed to info@jewelers.org.

With this policy, Jewelers of America grants current members in good standing and other authorized partners a limited license to use the Jewelers of America name and/or logo under conditions outlined in this document. This limited license is fully revocable at any time.

Any use of the Jewelers of America name and/or logo by any party shall constitute agreement to, and acceptance of, the following terms and conditions by the user as required by Jewelers of America.

A. GENERAL USAGE GUIDELINES

I. Use of the Jewelers of America name and/or logo

1. The Jewelers of America name and/or logo is available for use by companies and organizations that are current members in good standing with the association.
2. The name and/or logo may be used with written permission by a non-member company or organization for promotion of collaborative efforts, joint efforts or other reasons at the sole discretion of Jewelers of America.
3. Approved logos and various file formats of logos along with associated usage guidelines are available by request from Member Services.
4. The name and/or logo user agrees to hold harmless and indemnify Jewelers of America for any claims, liability, damages, attorneys' fees, or other loss arising out of the use of Jewelers of America's name and/or logo including, but not limited to, product liability matters.
5. Restrictions and Limitations

- a. The Jewelers of America logo may not be altered or added to in any manner with the exception of scaled resizing of the entire logo. Please see “B. Rules for Logo Usage” for a detailed description of appropriate logo usage.
- b. The Jewelers of America name and/or logo may not be used to mischaracterize the relationship between Jewelers of America and the user including, but not limited to, any use that might be reasonably construed as an endorsement, approval, sponsorship or certification by Jewelers of America of the user, the user’s business or organization, or the user’s products, programs, activities or services.
- c. Questions regarding appropriate usage of, or modification to, the Jewelers of America name and/or logo should be directed to info@jewelers.org.
- d. Any use of Jewelers of America's name and/or logo for purposes other than acknowledging membership or participation in Jewelers of America's activities is prohibited.
- e. A company or organization that is not a member or a partner of the association may not claim Jewelers of America membership or affiliation through the use of Jewelers of America's logo.
- f. Companies with expired Jewelers of America memberships are prohibited from using the Jewelers of America name and/or logo immediately after expiration of membership with Jewelers of America.

II. Promoting Jewelers of America Membership

1. Jewelers of America members in good standing should reference their membership in Jewelers of America using the following statement: “{Company} is a proud retail [or supplier] member of Jewelers of America.”
2. Jewelers of America members and other partners are encouraged to include a link to the Jewelers of America website, www.jewelers.org, in their email signatures, other digital communications and on their websites. Links may be attached to the Jewelers of America logo or to the membership statement as outlined in II.1. above.
3. Restrictions and Limitations
 - a. A company or organization that is not a member or a partner of the association may not claim Jewelers of America membership or affiliation in any manner, format or communication medium.
 - b. Companies with expired Jewelers of America memberships are prohibited from claiming Jewelers of America membership in any manner, format or communication medium.

III. Violations

If any individual, company or organization (member or not) is found to be in violation of these guidelines, any or all of the following may apply:

1. A *Cease and Desist* warning from Jewelers of America and, if appropriate, a requirement to amend any erroneous information or implied perceptions directly related to the improper usage of the Jewelers of America name and/or logo.
2. If the name and/or logo user continues to violate these guidelines or fails to amend the improper usage, membership with Jewelers of America may be terminated.
3. Jewelers of America may pursue appropriate legal action as deemed necessary by Jewelers of America's executive leadership.

B. RULES FOR LOGO USAGE

1. Only approved artwork may be used. The logo may not be altered in any manner except by scaled re-sizing. Logo artwork is available by request from Member Services.
2. Graphic devices (such as outline boxes, shading, additional text, etc.) may not be added to or near the logo when such devices could be interpreted as being part of the Jewelers of America logo.
3. The Jewelers of America logo may not be used within or as part of any other symbol, mark or logo.
4. Standard and accepted graphic design principles should be applied to logo usage in all situations:
 - a. Do not place the logo on a color background without sufficient contrast
 - b. Do not use a positive version of the logo on a dark background
 - c. Ensure that the placement and background creates good legibility
 - d. Ensure that the logo is of a minimum size to be easily identified
 - e. Never allow other graphic elements to clutter or enter the Jewelers of America logo space

C. SPECIFIC GUIDELINES FOR JEWELERS OF AMERICA RETAIL MEMBERS

1. Retail members of Jewelers of America are encouraged to use the Jewelers of America name and appropriate logo in conjunction with any print or digital publications and communications including company websites.
2. Retail members may only use the Jewelers of America name and/or logo in association with the company name under which the membership is registered and recorded.
3. Retail members **MAY NOT** use the Jewelers of America name and/or logo on any website having a different title, name, brand or corporate identity (regardless of the ownership of the website, whether stated or not stated on the site).
 - a. For example, *Smith's Jewelers* may use the Jewelers of America name and/or logo on any website clearly branded with the Smith Jewelers name (such as *SmithJewelers.com* or other similar close variation), but they **may not** use the Jewelers of America name and/or logo on a website branded with a different name (such as *Fine Jewelry Fast* or *FineJewelryFast.com*).
4. Retail members may not use the Jewelers of America Supplier logo.

D. SPECIFIC GUIDELINES FOR SUPPLIER MEMBERS

1. Supplier members of Jewelers of America are encouraged to use the Jewelers of America name and appropriate logo in conjunction with any print or digital publications and communications including company websites.
2. Supplier members may only use the Jewelers of America name and/or logo in association with the company name under which the membership is registered and recorded.
3. Supplier members of Jewelers of America may only use the Jewelers of America name and/or logo in business-to-business publications and communications or business-to-consumer publications and communications that **do not** allow consumers to purchase merchandise directly from the supplier.

4. Supplier members **may not** use the Jewelers of America name and/or logo in association with any publications and communication, print or digital, or on any websites that encourage or allow direct purchase of merchandise by the end consumer from the supplier.
5. Suppliers **may not** use the Jewelers of America name or logo on “hybrid” websites or any publications or communication, print or digital, that facilitate both business-to-business and business-to-consumer transactions where consumers are allowed to make direct purchases from the supplier.

E. OWNERSHIP AND COMPLIANCE

1. Use of the Jewelers of America name and/or logo shall create no rights for users in regards to ownership of the name and/or logo. The name and/or logo shall remain at all times the sole and exclusive intellectual property of Jewelers of America.
2. Jewelers of America reserves the right to review the use of its name and logo at any time. Users may be asked to submit to Jewelers of America samples of name and/or logo usage from which Jewelers of America may determine compliance with these terms and conditions.
3. Any disregard of Jewelers of America's Name and Logo Usage Policy and Guidelines may result in revocation of the right to use Jewelers of America's name and/or logo and termination of membership with Jewelers of America.
4. Jewelers of America reserves the right to prohibit use of its name and/or logo **without notice**, if Jewelers of America determines, in its sole discretion, that a user's usage, whether willful or negligent, is not in accordance with the rules, terms and guidelines of this document or in any way could discredit Jewelers of America or tarnish its reputation, goodwill and brand.
5. Each member, partner or authorized entity that uses the Jewelers of America name and/or logo agrees that upon written notice from Jewelers of America, it will, within 30 days, discontinue any usage of Jewelers of America's name and/or logo that Jewelers of America, within its sole discretion, determines to be a violation of terms of use as outlined in this document.