



# ALLIED ASSOCIATIONS PROGRAM LOGO

*Proper Usage Guidelines*

**IMPORTANT** – This is a legally binding document between you (“You”) and the National Cannabis Industry Association (“NCIA”), with it being understood that You are agreeing to this agreement in exchange for limited authorized use of the NCIA Allied Associations Program (“AAP”) Logo (the “Logo”), as set forth below. Before accessing or using the Logo, you should read carefully the following terms and conditions as they govern access to and use of the Logo. NCIA is willing to allow access to and use of the Logo only on the condition that you accept all of the terms and conditions contained in this agreement. This agreement takes effect the moment You download, install, access, or use the Logo.

## **OVERVIEW**

The Logo is the exclusive property of NCIA. The Logo is provided to You by NCIA on the basis of a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to use the Logo conditioned on your continued compliance with the terms and conditions of this agreement.

This agreement permits you to download a copy of the Logo only for use to identify your association as an Allied Association (“AA”) as defined in the AAP Memorandum of Understanding, and it may only be used while you are an active participant in the AAP. Any use or reproduction thereof by anyone not an AA, or by any such AA that fails to conform to the restrictions and guidelines set forth herein is specifically prohibited. You are licensed to use the Logo only in the proper context of identifying as an AA.

These guidelines are subject to change at any time by NCIA. Notwithstanding these guidelines, any use of the Logo that does not reflect good taste, professionalism, or quality is prohibited; NCIA retains sole discretion to make a determination in this regard, which shall be final. Any questions regarding Logo usage that are not addressed here should be directed to the NCIA.

If any provision (or part thereof) contained in this agreement is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction, such clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language.

**ADVOCACY. EDUCATION. COMMUNITY.**

126 C St. NW, Suite 300, Washington, D.C. 20001 • (888) 683-5650

## **RESTRICTIONS ON USE - VIOLATIONS**

NCIA owns the rights to this Logo and can limit its use. Whenever there is any question of whether a proposed use of the Logo conforms to these rules, the burden is upon You to confirm that the usage is in conformity with these rules and guidelines. In any event, however, NCIA shall have the sole discretion to make a decision, which shall be final.

Violation of the rules governing AA use of the Logo may result in disciplinary action by NCIA, including termination of your participation in the AAP and civil suit for violation of copyright material. You shall be responsible to pay all costs NCIA incurs in enforcement of these rules and guidelines, including counsel fees.

## **USE BY ALLIED ASSOCIATIONS IN GOOD STANDING**

These guidelines have been developed to encourage AAs to incorporate the Logo into their materials, and to provide instructions for proper Logo usage. By using the Logo, You are identified as an Allied Association of NCIA and a participant in the AAP who adheres to the Memorandum of Understanding.

### **1. Basic Rules**

The Logo is provided to You upon joining the AAP. NCIA encourages its AAs to hyperlink to the AAP page on NCIA's [website](#) and to display the Logo using these guidelines. You may not use it to link to other pages on your website or any other websites.

### **2. Technical Reproduction**

The Logo is composed of the official registered identifying symbol of NCIA along with "Allied Association Program" over the top and rings on the sides. The Logo must always be used in its entirety and may not be altered in any way. The size of the Logo must be smaller in relation to the size of your own logo on your website or any promotional material. The Logo must be sized proportionally and may not be distorted in any dimension.

The Logo can be printed in black ink or in its original colors. Altering the color scheme of the Logo is not permitted.

### **3. Authorized Logo Use**

The Logo may be used on stationery (envelopes and letterhead), business and appointment cards, newsletters, brochures, and website and only where your own logo is also used. Use in materials for special events or in any other way aside from the these situations requires approval from NCIA.

If name of the AA includes "Cannabis Industry Association," or "CIA," the AA must use the following disclaimer wherever it uses the Logo:

**ADVOCACY. EDUCATION. COMMUNITY.**

126 C St. NW, Suite 300, Washington, D.C. 20001 • (888) 683-5650

“The [association name] is not an affiliate, subsidiary, or chapter of the National Cannabis Industry Association, and the NCIA makes no endorsements of our policies or positions.”

Should your participation in the AAP be ended for any reason, permission to use the Logo ceases immediately. Former AAs no longer participating in the AAP are strictly prohibited from using the Logo in any form whatsoever.

#### **4. Prohibited Uses**

The Logo may not be used to indicate any official status or affiliation has been conferred by or is otherwise associated with NCIA; or to show any kind of relationship with NCIA aside from the relationship as defined in the Memorandum of Understanding.

The Logo may not be used in any way to suggest sponsorship of an event for which NCIA is not a sponsor.

The Logo may not be used on official documents such membership contracts, or official disclosure documents provided to members of your association.

The Logo may not be used in connection with any disparaging statements about NCIA, or statements that otherwise reflect poorly on NCIA.

The Logo may not be used on any website that is in violation of any applicable laws or governmental regulations.

The AA may not create and use any trademarks or logos which are derived from or confusingly similar to NCIA's trademarks.