

Internet Matters Licence Agreement

**internet
matters.org**

The Internet Matters logo is used to signpost the general public to the Internet Matters website, where they can find information and advice about keeping children safe online, learn about managing children's digital wellbeing, and find useful guides and resources.

Use of the logo is a widely recognised way of signposting to the general public the availability of online safety advice.

Our logo is a registered trademark, therefore any organisation that wishes to refer to Internet Matters, or the Internet Matters website, must obtain prior consent from us by entering into a Trademark Licence Agreement.

For commercial organisations there is an annual licence fee of £2,000 payable for worldwide usage of the Internet Matters logo, and the ability to link to any content on our website. Commercial organisations may apply for a Trademark Licence Agreement by completing our [enquiry form](#).

For Members, Corporate Partners and Supporters of Internet Matters the licence fee is included in membership fees. Use of the logo is subject to this licence agreement.

Registered UK charities, schools and non-profit organisations are subject to this licence agreement but do not need to pay a licence fee.

If you see the Internet Matters logo being used inappropriately, please email <mailto:info@internetmatters.org>

Internet Matters expects its licence holders to use the logo in compliance with the law. The Internet Matters logo is a prompt for the general public and is not intended to endorse products or brands.

Internet Matters reserves the right to withdraw use of its logo at any time.

Internet Matters Licence Agreement

This agreement (“Agreement”) is entered into between Internet Matters Limited (company number: 08822801) whose registered office is at 6th Floor, One London Wall, London EC2Y 5EB (the **“Licensor”**) and the user (the **“Licensee”**).

The **Licensee** wishes to use the Internet Matters logo (the **“Mark”**), which is a registered trademark, for all purposes in connection with children’s online safety and the Licensor has agreed to grant the Licensee a licence to use the Mark on the terms of this Agreement.

In consideration of their mutual obligations, the parties agree as follows:

1. Definitions and interpretation

1.1 In this Agreement, the following definitions shall apply:

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“Effective Date” means the date payment for usage of the Mark is received by the Licensor.

“Fee” means a licence fee of £2,000 for usage of the Mark.

“Control” means the term as defined in sections 450, 451 and 1124 of the Corporation Tax Act 2010. **“Controlling”** and **“controlled”** shall be interpreted accordingly.

“Group Companies” means any company directly or indirectly, controlling, controlled by, or under common control with the Licensee.

“Mark” means the trade mark, details of which are set out in Schedule 1 (Details of the Mark).

“Marketing Guidelines” means the guidelines that set out the Licensor's approach for the promotion of the Mark as provided by the Licensor to the Licensee and set out in Schedule 2 (Marketing Guidelines).

“Run-Off Period” means as defined in clause 7.2.

“Service Recipient” means the Licensee and any of their Group Companies.

["Territory” means Worldwide]

“VAT” means value added tax.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 A reference to writing or written includes fax but not email.
- 1.6 Any words following the terms; including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **Grant of licence**

- 2.1 In consideration of the Licensee's payment of the Fee, the Licensor hereby grants to the Licensee a non-exclusive, royalty-free, non-transferrable licence to use the Mark within the Territory for a period of 12 months from the Effective Date for the purpose of promoting the resources of Internet Matters.
- 2.2 The licence granted under this Agreement shall not include the right for the Licensee to grant sub-licences to any third party without the prior express written consent of the Licensor.
- 2.3 This Agreement and the licence granted hereunder are for the Licensee's benefit and, where applicable, any other member of the Licensee's Group Companies.
- 2.4 The Licensor acknowledges and agrees that the Service Recipients shall receive the benefit of this Agreement and the licence granted hereunder but shall not be responsible for any obligations owed by the Licensee under this Agreement. All references to the Licensee in respect of receiving a benefit under this Agreement shall be read and construed to include the Service Recipients, including but without limitation, any indemnity in the Licensee's favour.

3. **Manner of use**

- 3.1 The Licensee shall comply with the reasonable specifications, standards and directions of the Licensor regarding the form and manner of the application of the Mark, including the directions contained in Schedules 1 and 2.
- 3.2 The Licensee shall:
 - (a) not use any mark or name confusingly similar to the Mark or apply to register the Mark as a trademark, domain name or otherwise;
 - (b) not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Mark or the reputation of the goodwill associated with the Mark or the Licensor, or that may invalidate or jeopardise any registration of the Mark;

- (c) not incorporate any alpha, numeric or graphic additions to the Mark;
- (d) not assign, transfer, sublicense or subcontract any or all of its rights and obligations under this Agreement without the prior written consent of the Licensor (such consent not to be unreasonably withheld); and
- (e) notify the Licensor immediately in writing upon becoming aware of any infringement or misuse of the Mark by any person.

4. Payment

- 4.1 The Licensee shall pay to the Licensor the Fee, which is the sum of £2,000.
- 4.2 [The payment made by the Licensee under Clause 4.1 is exclusive of VAT. If the payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Licensor, the Licensee shall increase the payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply in question, provided that the Licensor shall have delivered a valid VAT invoice in respect of such VAT to the Licensee. If any VAT invoice is delivered to the Licensee after the payment has been made, the Licensee shall pay the VAT due within five Business Days of the Licensor delivering a valid VAT invoice.]
- 4.3 [The sum payable under Clause 4.1 and Clause 4.2 shall be paid free and clear of all deductions unless the deduction is required by law. If any deduction is required by law the Licensee shall pay to the Licensor such sum as will, after the deduction has been made, leave the Licensor with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction.]
- 4.4 [In the event of any delay in paying the sum due under Clause 4.1, the Licensee shall pay to the Licensor:
 - (a) interest on the overdue amount at the rate of [4]% per annum above [FULL NAME OF BANK]'s base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Licensee shall pay the interest together with the overdue amount; and
 - (b) an amount equal to any penalties incurred by the Licensor as a direct result of the delay.]
- 4.5 The provisions of this Clause 4 shall remain in effect notwithstanding termination or expiry of this Agreement until the settlement of all subsisting claims by the Licensor.

5. Title and goodwill

- 5.1 The Licensor warrants that it is the owner of the Mark and that it has the right to grant licences.
- 5.2 The Licensee acknowledges the Licensor's ownership of the Mark.
- 5.3 Any goodwill derived from the use by the Licensee of the Mark shall accrue to the Licensor. The Licensor may, at any time, call for a confirmatory assignment of that goodwill and the Licensee shall execute it within a reasonable time.

5.4 The Licensor warrants that the Licensee's use of the Mark or any other material or items covered by this Agreement, will not infringe or contribute to the infringement of any third-party Intellectual Property.

6. **Term and termination**

6.1 This Agreement shall commence on the Effective Date and shall continue for a period of 12 months unless terminated in accordance with clauses 6.2 and 6.3.

6.2 The Licensor may terminate this Agreement upon 30 days' notice in writing to the Licensee.

6.3 Either party may terminate this Agreement immediately by giving written notice to the other party if:

- (a) the other party commits a material breach of this Agreement;
- (b) an encumbrancer takes possession, or a receiver is appointed over any of the property or assets of the other party;
- (c) the other party makes any voluntary arrangements with its creditors or becomes the subject of an administration order or other comparable process;
- (d) the other party goes into liquidation or other comparable process (except for the purposes of an amalgamation, reconstruction or other reorganisation);
- (e) the other party ceases, or threatens to cease, to carry on business; or
- (f) any event occurs which is analogous to any of those set out in (a) to (e) above.

7. **Effect of termination**

7.1 Upon termination of this Agreement:

- (a) all rights and licences granted pursuant to this Agreement shall cease;
- (b) the Licensee shall cease all use of the Mark save as set out in this clause 7; and
- (c) the Licensee shall do everything necessary on its part to ensure the cancellation of any registration of the Licensee as a user of the Mark in the Territory.

7.2 On expiry or termination of this Agreement, for a period of 3 months after the date of termination, the Licensee shall have the right to dispose of all stocks of marketing, promotional or other materials bearing the Mark in its possession or all such materials which are in the process of manufacture at the date of termination (the "**Run-Off Period**").

7.3 Following the Run-Off Period the Licensee shall promptly destroy or, if the Licensor shall so elect, deliver to the Licensor or any other person designated by the Licensor, at the Licensee's expense, all marketing, promotional or other materials bearing the Mark.

7.4 On termination or expiry of this Agreement, the following clauses shall continue in force: clause 7 (Effect of termination), clause 8 (Liability), clause 12 (Entire Agreement) and clause 14 (Governing law and jurisdiction).

8. **Liability**

8.1 Nothing in this Agreement shall exclude or restrict either party's liability arising from the fraudulent acts of that party or any other liability to the extent the same may not be excluded or limited as a matter of law.

8.2 To the fullest extent permitted by law, the Licensor shall not be liable to the Licensee for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Licensee's exercise of the rights granted to it under this Agreement.

8.3 The Licensee shall indemnify, defend and hold The Licensor harmless against all and any claims, losses, liabilities, expenses, costs, demands or causes of action, including (without limitation) damages and legal fees, arising out of the exercise, breach and/or non-performance by the Licensee of the provisions of this Agreement.

9. **Notices**

9.1 Any notice to be given under this Agreement shall be given in the English language, in writing by personal delivery, by an acknowledged receipt of email or by prepaid post to the address of either party. Any notice sent by post shall be deemed to have been delivered 2 days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and posted.

10. **Waiver**

10.1 Any party may, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in this Agreement by any other party or parties without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.

10.2 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

11. **Severance**

To the extent that any provision or part-provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision or part-provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement.

12. **Entire Agreement**

12.1 This Agreement constitutes the entire Agreement of the parties and each party confirms to the other that it has not entered into this Agreement on the basis of or in reliance on any representation or warranties made or given by the other party its servants or agents.

13. **Exclusion of third party rights**

13.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. Each of the Service Recipients will be a third party beneficiary under this Agreement and will be

entitled to enforce the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.


14. **Governing law and jurisdiction**

14.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

14.2 Each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

Schedule 1

Details of the Mark

Mark	Registered (Y/N)	Application/Registration Number	Date of application or registration	Classes
 The logo for 'internet matters.org' is displayed within a green rectangular box. The text 'internet' is on the top line and 'matters.org' is on the bottom line, both in white lowercase letters. A small white dot is positioned above the 'i' in 'internet'. The entire logo is underlined.	Y	UK00003111877	04/06/2015	Goods and Services; Trade Mark

Schedule 2

Marketing Guidelines



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Brand Guidelines.pcBrand Guidelines.dc