



Guidelines of Use of Trademarks, Logos, Brands and Names for Team Partners

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Contact information:

Legal, Regulatory Affairs and Compliance
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1. Common shortened forms

Shortened Form	Extended Form
CODE	Code of Business Conduct and Ethics
HQ	Headquarter
IPR	Intellectual Property Rights
LRC	Legal, Regulatory Affairs and Compliance Department
PM	PM-International
PRO	Policy Responsibility Officer
TR	Team Partners

2. Introduction

These guidelines will show you the Dos and Don'ts of the use of any PM-International (PM) Trademark, Logos, Brands and/or Names also referred to as Intellectual Property Rights – (IPR) –.

By using any of PM Trademarks, team partners – from hereon called ("TP" or "you") – accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these guidelines, you may not use of any of the above.

You should be at least 18 years of age to use any of PM's IPR. We also allow minors above 16 years who have signed up as a Team Partner with proper written authorization from parents or legal guardians.

As a general rule, third parties may not use PM's IPR.

3. License to use PM-International trademarks, logos, brands and names

- PM's IPRs are the exclusive property of PM. As such, PM owns all rights, titles and interests in the IPR, including but not limited to, copyright, trademark, service mark, trade dress, moral rights, rights under any statutory protection, and otherwise, as applicable.
- You may not obtain, through use or filing for a trademark or copyright application, any right, interest or title to PM's IPR and its products.
- PM owns the IPR in any websites and social medias where they can be found. Subject to the license below, all IPR are reserved.
- You may use PM's IPR for building your business with PM only or for your personal use. These are subject to the restrictions set out below and elsewhere in these guidelines.
- It is not allowed to:
 - republish material (including republication on another website);
 - sell, rent or sub-license material from the website or social medias;
 - reproduce, duplicate, copy or otherwise exploit material on PM-International official website and/or Social Media pages for a commercial purpose other than the one for our Team Partners;
- edit or otherwise modify any material on the website; or
- redistribute material—except for content specifically and expressly made available for redistribution – for example: catalogues, flyers, team partner application and PM official promotions;¹
- use PM's IPR in products, product packaging or other business services for which formal license is required;
- use PM's IPR in any way that causes, or may cause, damage to the reputation and good name of PM; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) without PM's express written consent;
- use PM's IPR to transmit or send unsolicited commercial spam / junk emails

¹ Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

4. User content

- In these guidelines, “our user content” means material (for example: text, images, photos, audio material, video material and audio-visual material) that we submit for whatever purpose.
- Each use should be accompanied by: “Courtesy of PM-International”
- You grant PM a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant PM the right to sub-license these rights, and the right to bring an action for infringement of these rights.
- The PM IPR should not be changed or altered in any way. They should always be shown consistently and in accordance to the guidelines provided.
- Your user content should not be illegal or unlawful, must not infringe any third party’s legal rights, and should not be capable of giving rise to legal action whether against you or PM or a third party (in each case under any applicable law).
- You may not use the company’s name or IPR on any documents (for example stationery, bank accounts, business signs) without stating “Independent Team Partner” and with prior approval by PM.

5. Approved PM Logos and Brands

- If you have any new idea or want to use and/or create an image using PM IPR please ask permission from Marketing Department in International HQ.
- Please do not:
 - stretch or condense logos
 - redraw the logo or create your own variation
 - enclose the logo within another graphic or add a graphic to the logo because it creates a new mark
 - use the logo as text
 - add elements to the logo
 - alter approved colours
 - use elements separately
 - use logo over a background that renders it unreadable
 - use the logos on an angle
 - alter the proportions of the elements
 - combine logos with another logo
- Please do not use any Trademark Logos and Brands to create and upload/post videos that have not been approved by PM-International.

- Examples of what NOT to do:



6. Domains and personal websites

- You should always have PM's written approval for the use of any domain name and/or register of a personal website. Ask your Subsidiary what domains can you use and if they comply with our guidelines.
- The use of internet addresses (domain names) for your personal pages or linking to PM's official websites or social media pages shall be regulated as follows:
 - Trademarks may not be used as your own domain names (for example: www.activize.de, www.activize.com, www.fitline.eu, www.fitline.info, www.restore.net, www.pm.info, etc.).
 - Use of the PM-International brands in word and image is not permissible.
 - It is not permissible to entrench the official PM sites in a frame in your own Website.
- Use of PM-International brands is permissible in a limited way with an addition, for example if many other words are additionally used as a complement (www.fitline-seite.de, www.fitline-einkaufen.com, www.fitline-nutrition.net, www.peters-activize-seite.de, etc.) and the domain links to an official PM Website.
- Product names are not permissible as a complement (for example: www.fitline-zellschutz.com).
- In general, the domain should comply with all legal requirements.
- In your personal website, the content may not use any income or product testimonials that are not contained in PM official literature and/or website.

7. E-mail addresses

- You may not use or attempt to register any or PM's IPR or any derivative thereof, for any electronic mail address.

8. Sales online

- For the selling of PM's products via the Internet, our PM Online Shop is available to you as part of the PM Office.
- You may not sell or advertise PM products on Ebay, Taobao or similar online market platforms, Internet auction sites, Craig's List or any other online classified listings site.
- Sales and advertisement using brand names (in word or image) outside of these sites is not permissible.

9. Other advertisements and claims

- Use in social networks – Facebook, Twitter, Instagram, etc. — address portals — yellow pages, etc. — and Google-Maps are permissible as long as you are merely described as a distribution partner with registered contact data. For example: terminology used *“Independent Team Partner of PM”*
- Additions such as for example logos, images, other brands or statements about healing or effective properties are not permissible.
- **Do not state or imply that any of PM products is useful in the diagnosis, treatment, cure or prevention of any disease, illness, injury, or other medical condition.**
- **You should not make claims about PM products or services that are not found in official PM literature or posted on PM’s official websites.**
 - **A health claim is any statement about a relationship between food and health.**
 - **Claims related to these functions are not allowed²:**
 - **growth, development and functions of the body;**
 - **psychological and behavioural functions;**
 - **reducing a risk factor in the development of a disease, or**
 - **referring to children’s development.**
 - **Additions, for example logos, images, other brands or statements about healing or effective properties are strictly forbidden.**
- **We recommend you only to use claims and information found on our official websites, our product catalogue, our product labels and/or in other official PM product information.**
- It is your responsibility to make sure all contents are legal.
 - The contents should be legally above reproach (Competition Law, Health Claims, Patent Law, Trademark Law etc.).

* Exemptions may apply in certain countries. Please contact the LRC Department in International HQ.

10. [www. pm-international.com](http://www.pm-international.com)

- PM Rights are reserved for each website design, every text, all graphics, every design of this and every PM-International Copyright © 1999-2017. ALL RIGHTS RESERVED.
- The copying or reproduction (including printing on paper) of the website in parts or as a whole will only be expressly authorized by PM or to use as a means of selling.
- Any other use of this website or information – including reproduction, redistribution, change and publication for other purpose than the above is forbidden, unless written authorization of PM is given.

² Exemptions may apply in certain countries. Please contact the LRC Department in International HQ.

11. The use of banners and other promotional material

- Products and services promoted in the banners and advertisements shall match those promoted by PM-International.
- Banners should not imply a PM-International or any of its brands endorsement or partnership of any kind, or an endorsement by any other PM-International Company.
- You may not use the company's name or IPR without stating "Independent Team Partner".
- All other banners and landing pages cannot use our copyrights, Trademarks, or any confusingly similar marks, except as expressly permitted by this Guideline and the Guidelines of Use for Internet and Social Media Policy or with our prior written permission.

12. The use of other Trademark logos, brands and names

- Please do not use these symbols:
- Olympic symbols and "Olympic properties"
 - Publishing, reproducing and managing pictures of athletes wearing Olympic medals or emblems on their clothing, bibs, armbands for commercial purposes could be an infringement of the exclusive rights the International Olympic Committee – from hereon called ("IOC") – has to its Trademarks and "Olympic properties"
 - Unauthorized Publishing, reproducing and managing pictures of athletes wearing Olympic medals or emblems could also constitute infringement of the obligations defined by the IOC to the Athletes and Press Agencies.
 - NO person, name, picture or sports performance of an athlete, team or any other participant in the Olympic Games as well as any Olympic medals, emblems and properties can be used or shown for advertising purposes during the Olympic Games.
- Unauthorized Reproduction for Commercial Purposes can be seen as "ambush marketing" which is a behaviour whereby a company or someone takes advantage of the coverage of an event (the Summer Olympics for example) to sell or promote products without being an official sponsor of the event.
- Copyright infringement of IOC Trademarks could lead to civil and criminal penalties.
- Other laws as the law of the country where the Trademark was registered might also be applicable

13. Requests of removal and / or others

- PM reserves the right to edit or remove any material submitted to its official websites and social media pages.
- PM reserves the right to request you to immediately stop and remove of any material that is against the good uses of these terms and conditions or for any other reason. Upon such request, you shall immediately comply to fulfil the request and destroy all non-published copies if any.
- PM further reserves the right to object to unfair uses or misuses of its trademarks or other violations of applicable law.

14. Limitations of liability

- You are liable for your own actions, your content or use of, or in connection with, any personal use.
- If PM expressly advised of the potential danger and you do not correct your action, you are still liable for any damage or prejudice as a result from these actions.
- You accept that, as a limited liability entity, PM has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against PM's officers or employees in respect of any losses you suffer in connection with the use of PM's IPR.

15. Breaches of these terms and conditions

- Without prejudice to PM's other rights under these terms and conditions, if you breach these guidelines in any way, PM may take such action as PM deems appropriate to deal with the breach:
 - prohibiting you from using PM's IPR,
 - blocking computers using your IP address from accessing official PM website and social media pages,
 - contacting your internet service provider to request the removal of any use of PM Trademark Logos, Brands and Names,
 - sending you warning letters and/or
 - termination of your Team Partner contract and/or
 - bringing court proceedings for damages against you.

16. Termination

- If a TP's business is cancelled for any reason, the TP must discontinue using PM's IPR in postings on all Social Media, websites, or other promotional material.
- We reserve the right to recover any damages occurred to PM or to our reputation.
- If PM should decide to change or abandon any of its names or trademarks, you must also change or abandon such name or trademark.

17. Copyrights and Trademarks

- PM-International, Fitline, BeautyLine, NTC, Activize, Restorate, The Wellness Company, FitLine "L" and PM logo are registered trademarks of PM-International AG.

18. Waiver

- These guidelines are incorporated into, and form integral part of, PM-International Team Partner Agreement worldwide.
- By using PM's IPR you agree that the exclusions and limitations of liability set out in this disclaimer are reasonable.
- If you do not think they are reasonable, you should not use any of PM's IPR
- If any provision of this disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this guideline.
- PM has the right to revise these guidelines. from time-to-time without prior notice. It is your responsibility to read, understand, adhere to, and ensure the awareness and compliance under the most updated version of these documents.

19. Inquiries

- Should you have any queries please contact your local Subsidiary or Sponsor.