



## License for use of USOBA Logo

The USOBA logos and name are the property of the United States Organizations for Bankruptcy Alternatives ("USOBA") but may be used by USOBA members in good standing in accordance with the terms and conditions set forth below. Use of one or more of the logos shall constitute consideration for, agreement to, and acceptance of, the terms and conditions of this license by the user. User agrees to the following:

1. The attached USOBA logos (the "logos") are registered with the U.S. Copyright Office and are the sole and exclusive property of USOBA. These logos may be used only by USOBA members in good standing if and only if such use is made pursuant to the terms and conditions of this limited and revocable license. These logos may not be distributed or sublicensed to any individual, corporation, agency, association, partnership, affiliate, subsidiary, or other entity without the specific prior written consent of USOBA. Any failure by a user to comply with the terms and conditions contained herein may result in the immediate revocation of this license, in addition to any other sanctions and legal remedies imposed by USOBA. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance with them, shall be made by USOBA in its sole discretion.
2. As set forth on the Attachment, the logos are made available to USOBA members in good standing in color and black-and-white. The logos may not be revised or altered in any way, and must be displayed in the same form as produced by USOBA.
3. The logos may be used in a professional manner on the user's business cards, stationery, literature, advertisements, internet web sites, store-front window, or in any other comparable manner to signify the user's membership in USOBA. The logo may never be used independent of the term "MEMBER". Notwithstanding the foregoing, the logos may not be used in any manner that, in the sole discretion of USOBA: discredits USOBA or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between USOBA and the user, including but not limited to any use of the logos that might be reasonably construed as an endorsement, approval, sponsorship, or certification by USOBA of the user, the user's business or organization, or the user's products or services, or that might be reasonably construed as support or encouragement to purchase or utilize the user's products or services.
4. Use of the logos shall create no rights for users in or to the logos or their use beyond the terms and conditions of this limited and revocable license. The logos shall remain at all times the sole and exclusive intellectual property of USOBA. USOBA shall have the right, from time to time, to request samples of use of the logos from which it may determine compliance with these terms and conditions. Without further notice, USOBA reserves the right to prohibit use of the logos if it determines, in its sole discretion, that a user's logo usage, whether willful or negligent, is not in strict accordance with

the terms and conditions of this license, otherwise could discredit USOBA or tarnish its reputation and goodwill, or the user is not an USOBA member in good standing.

5. The USOBA logos may not be used without certification of the following:
  - A. All applicable web pages must list physical address and phone number.
  - B. All applicable web pages must be registered with a domain registrant that publicly publishes the registrant's physical address and phone number.
  - C. All consumers that the organization contracts with must have gone through a reasonable budget analysis to determine appropriateness for debt negotiation.
  - D. No commissions or compensation shall be paid based solely on the outcome of any analysis to determine appropriateness for debt negotiation.
  - E. All work with consumers must be based on a written contract.
  - F. Agency must advise consumers that are not appropriate for debt negotiation of other available resources including bankruptcy and credit counseling.
  - G. Use of the logo must not imply endorsement of the organization, its services or affiliations.
  - H. All contracts with consumers shall disclose the full legal name, state of incorporation and legal address of the organization.
  - I. All applicable advertising, including web pages, shall not use any unfair or deceptive representations, inducements or other communications.
  - J. The logo shall not be used in any electronic mail advertising.
6. Any use of the USOBA logo in any advertisement, Internet web page or Internet web site shall be noticed to USOBA by sending a copy of the advertising or URL location in writing to USOBA at 5405F T.C. Jester Blvd, #3310 Houston, TX 77091 or by electronic mail to [info@USOBA.org](mailto:info@USOBA.org).
7. This license and the enforcement and interpretation of this license agreement is subject to the laws of the State of Texas. The user hereby consents to the exclusive jurisdiction and venue of the courts, tribunals and agencies located in the State of Texas for any dispute arising from use of the logos.
8. Any questions concerning use of the logos or the terms and conditions of this license should be directed to the USOBA Executive Director at 281-820-0666 or in writing to USOBA at 5405F T.C. Jester Blvd, #3310, Houston, TX 77091, or by electronic mail to [info@USOBA.org](mailto:info@USOBA.org).

**I am authorized to accept this license on behalf of the company indicated below and accept the terms and conditions of this License of USOBA Logos to Members:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Return this agreement to USOBA with copies of the following:**

\_\_\_\_\_ Copies of all web pages using or intending to use the USOBA logo.

\_\_\_\_\_ Verification that all applicable web pages are registered with a domain registrant that publicly publishes the registrant's physical address and phone number.

\_\_\_\_\_ Copy of the budget analysis used for consumers that the organization contracts with to determine appropriateness for debt negotiation.

\_\_\_\_\_ All written contracts used with consumers.

\_\_\_\_\_ Copy of notice used to advise consumers that are not appropriate for debt negotiation of other available resources including bankruptcy and credit counseling.