

INGENICO BRAND GUIDELINES

These Brand Guidelines (the "Guidelines") set out how third parties may use or otherwise refer to trademarks, service marks, trade names, signs, logos, icons, slogans, banners and screen shots of the brand features belonging to Ingenico Inc. and its affiliated companies (the "Ingenico Brand Elements").

At Ingenico, our reputation and brand are extremely important to us. We want our customers to have positive experiences with our products and services and we need to ensure that we protect our reputation and brand accordingly. The Ingenico Brand Elements are valuable assets to us and are protected by applicable trademark, copyright and other intellectual property laws.

1. The General Rule

We do not allow third parties to use the Ingenico Brand Elements unless they have either received prior written permission from us or unless the proposed use falls within the limited exceptions described in Section 3 below (Limited Exceptions to the General Rule).

You must ensure that you adhere to these Guidelines or any other guidelines issued by Ingenico from time to time, for example, in relation to the size, color scheme, typeface and prominence of the Ingenico Brand Elements. We may modify any of the Ingenico Brand Elements at any time, and accordingly you should check this webpage regularly for updates to these Guidelines to ensure that your use conforms to our current guidelines.

2. Permissions from Ingenico

(a) If you already have a written agreement with Ingenico:

If you have a written agreement with Ingenico which allows you to use some of the Ingenico Brand Elements, that agreement will govern your rights to use those Ingenico Brand Elements, in addition to these Guidelines. In the event of conflict between your agreement and these Guidelines, the terms of your agreement will prevail.

(b) If you do not have a written agreement with Ingenico:

If you do not have a written agreement with Ingenico which governs your proposed use of the Ingenico Brand Elements, you must request prior written permission from Ingenico for your proposed use of the relevant Ingenico Brand Elements, as explained below, unless your use falls within the exceptions listed in Section 3 below.

To request permission to use any of the Ingenico Brand Elements, you will need to send an email with your request to NA.media@ingenico.com. Your request should provide details describing which Ingenico Brand Elements you wish to use, as well as a detailed proposal of how you propose to use those elements. You cannot use the Ingenico Brand Elements until we have expressly granted you permission. Any change to your initial proposal requires that you make an additional request for that use.

If you receive permission from Ingenico to use any Ingenico Brand Elements, these Guidelines govern that use, in addition to any specific requirements set out in the specific permission you are provided. Ingenico reserves the right to withdraw its permission to use the Ingenico Brand Elements at any time, whereupon you agree that you will immediately cease any and all use of the relevant Ingenico Brand Elements.

Any permission we may give you is subject to Ingenico retaining all right, title and interest in and to the Ingenico Brand Elements. In addition, all goodwill arising out of any use of the Ingenico Brand Elements by you will be for the sole benefit of Ingenico. Such permission is hereby conditioned on your agreement that you will not at any time now or in the future challenge or assist others to challenge the validity of any of the Ingenico Brand Elements.

3. Limited Exceptions to the General Rule

If you do not have Ingenico's express written agreement/permission to use the Ingenico Brand Elements, you may still use certain limited Ingenico Brand Elements in specific limited circumstances, but ONLY in the United States and ONLY as set out below in this Section 3 and Section 4 below. In any event, you must never use any Ingenico Brand Elements in any manner that expresses or implies Ingenico affiliation, association, sponsorship, endorsement, certification, or approval of you, your company, products and/or services.

(a) Use of Ingenico word marks to refer factually to our company (Ingenico Inc.) or our products or services.

If you have any questions or are uncertain about how to use our word marks, please contact NA.media@ingenico.com.

(b) Screen shots:

You may not use Ingenico "splash screens" or screens from beta release products or other products or services that have not been commercially released. You may use other screen shots in advertising, in documentation (including educational brochures), in tutorial books, in videotapes, or on websites, provided that, in addition to the requirements above, you:

- (i) contact NA.media@ingenico.com with details of your request and the images you wish to use and do not use the screen shots without Ingenico's prior approval
- (ii) do not alter screen shots except to resize them proportionally
- (iii) do not use portions of screen shots
- (iv) do not use screen shots that contain third-party content
- (v) do not use screen shots that contain an image of an identifiable individual

(c) Linking:

You may link to the Ingenico website, <http://ingenico.us> from another website owned by you, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement by Ingenico where none exists. You may not frame the Ingenico site on any other site.

(d) School reports and projects:

Provided that you comply with these Guidelines, you may use images or content concerning Ingenico products and services (i) in school and college reports; and (ii) to critique or comment on Ingenico products and services.

(e) Publications, Seminars, and Conferences:

You may refer to Ingenico and Ingenico products and services on the cover of magazines and periodicals, and in the titles and topic outlines in seminars and conferences, provided you comply with these Guidelines and the following specifications:

- (i) The publication, seminar, or conference relates to the specific Ingenico product or service referenced
- (ii) Your name and logo should appear more prominently than the Ingenico word mark on all printed materials related to the magazine, periodical, seminar, or conference
- (iii) You must include the following notice in legible print:

"[List the Ingenico Brand Elements being used] [is/are] [a] trademark[s] of Ingenico and [name of publication] is not affiliated, sponsored, authorized or otherwise associated by/with Ingenico."
- (iv) Do not use Ingenico word marks in the title of any magazine, periodical, seminar, or conference
- (v) Do not use any Ingenico logos on or in the publication, or on any materials related to the publication, seminar, or conference. Special circumstances may merit a license from Ingenico Inc.

4. How to use the Ingenico Brand Elements Properly

- (a) General rules applicable to anyone who uses any of the Ingenico Brand Elements:
 - (i) Use the relevant trademark symbol. You should use the symbol TM to give notice that we assert trademark rights in the Ingenico Brand Elements
 - (ii) Make sure that any references to Ingenico are truthful, fair and not misleading or in any way objectionable, as determined by Ingenico
 - (iii) Do not display any of the Ingenico Brand Elements as the most prominent element on your web site or elsewhere
- (b) If you have our express agreement/permission to use any of the Ingenico Brand Elements:

If you make reference to any Ingenico Brand Elements, you must include the following notice in legible print when using the Ingenico Brand Elements in published materials

"[List the Ingenico Brand Elements being used] [is/are] are [a] trademark[s] of Ingenico Inc. [and are used with the permission of Ingenico Inc]."
- (c) If you do not have our express agreement/permission to use any of the Ingenico Brand Elements but fall within one of the limited exceptions set out in Section 4:

If you make reference to any Ingenico Brand Elements, you must include the following notice in legible print when using the Ingenico Brand Elements in published materials:

"[List the Ingenico Brand Elements being used] [is/are] [a] trademark[s] of Ingenico Inc. and [name of referring user] is not affiliated, sponsored, authorized or otherwise associated by/with Ingenico Inc."

5. Uses expressly prohibited by Ingenico

- (i) You must not use the Ingenico Brand Elements unless you have express written agreement/permission from Ingenico or your use is otherwise allowed under these Guidelines
- (ii) Do not manufacture, sell, or give away merchandise items, such as T-shirts or mugs, that bear any Ingenico Brand Elements, including logos, except pursuant to an express written license from Ingenico
- (iii) You must never refer to Ingenico in a way that might mislead someone to believe that your use is sponsored, affiliated with, endorsed by Ingenico or otherwise economically linked to Ingenico or that might be interpreted to suggest that content displayed by you has been authorized by, or represents the views or opinions of, Ingenico unless you have received written acknowledgement of the same by Ingenico
- (iv) You must not incorporate any of the Ingenico Brand Elements, or variations thereof, into your own product names, service names, trademarks, logos, company names, domain names, meta tags, adwords, keywords and search terms etc.
- (v) You must never change or modify the Ingenico Brand Elements, for example, through adding or deleting hyphens, combining words or by using abbreviations. Altering our logos, for example, changing the colors or dimensions or otherwise modifying them in any way is also prohibited.
- (vi) You must not adopt marks, logos or any other features that are confusingly similar to the Ingenico Brand Elements and you should not market any product or service under a name that is confusingly similar to our products
- (vii) You must not copy or imitate the Ingenico trade dress or the "look and feel" of any of the Ingenico Brand Elements or the [Ingenico NAR] (insert link) website, including (but not limited to) the color combinations, graphics, sounds, imagery, presence icons, typefaces or stylization used by Ingenico (or anything similar thereto)
- (viii) You must not use the Ingenico Brand Elements in a way that is infringing, misleading, unfair, disparaging or obscene or otherwise objectionable, as determined by Ingenico in its sole discretion
- (ix) You must not use the Ingenico Brand Elements in relation to products or services or on web sites that may be considered to be sexually explicit, vulgar, profane, offensive, obscene, defamatory, libelous, slanderous or otherwise unlawful, religiously or racially offensive or otherwise promoting hate towards individuals or groups; or which violate any applicable laws or is otherwise objectionable to Ingenico, as determined by Ingenico in its sole discretion
- (x) You must not register domain names or Internet "keywords" containing the term "Ingenico", or any soundalike or lookalike variations

6. General

Ingenico reserves the right to modify these Guidelines at any time. Ingenico also reserves the right to withdraw permission for or otherwise prohibit your use of the Ingenico Brand Elements if such use does not conform to these Guidelines and other terms we may establish from time to time. Ingenico will not be liable in relation to any loss/damage based upon, caused by or arising from modification of these Guidelines.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THESE INGENICO BRAND GUIDELINES AND UNDERSTAND AND ACCEPT THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY USING ANY OF THE INGENICO BRAND ELEMENTS, YOU EXPRESSLY CONSENT TO BE BOUND BY THESE TERMS AND CONDITIONS.