



# CIDESCO

COMITE INTERNATIONAL D'ESTHETIQUE ET DE COSMETOLOGIE

## TRADEMARK RULES

(version 2019)

Pursuant to Art. 4.6 of the Statutes of CIDESCO, Comité International d'Esthétique et de Cosmétologie ("CIDESCO") the aims of CIDESCO shall also be accomplished through the worldwide use of the CIDESCO logo and of any trademark derived from the name of the association. The CIDESCO logo as well as any trademark or any tradename containing or derived from the name CIDESCO are collectively called "Trademarks". The following rules specify the rights and obligations of CIDESCO, the CIDESCO Sections, the CIDESCO Schools, the CIDESCO Diploma or Certificate Holders, CIDESCO Beauty Salons, and / or Spas and CIDESCO Associates in connection with the use and protection of the Trademarks.

### 1. Trademarks

1.1. The official Trademarks are the CIDESCO logo and the CIDESCO wordmark.

1.2. The CIDESCO logo has the following design:



The CIDESCO logo can be used either

- a) in black on a white background, or
- b) in royal blue (phantom blue 072 C) on a white background, or
- c) in gold with a royal blue background (pantone blue 072 C).

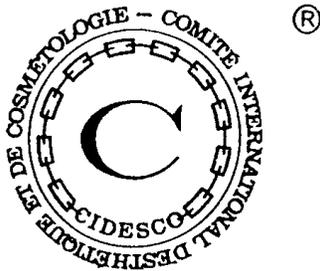
Copies of the official design of the CIDESCO logo in the stated three versions , which

may be used for printing purposes, are available from the CIDESCO Secretariat in Zurich.

- 1.3. The CIDESCO wordmark consists of the word CIDESCO used in capital letters as follows:

**CIDESCO**

- 1.4. It is advisable but not legally required to add to the Trademarks the symbol ® as follows:



**CIDESCO®**

This addition helps inform the public that the Trademarks are registered.

## **2. Formal Protection of the Trademarks**

### **2.1. Legal Basis for the Protection**

The protection of the Trademarks is based on the formal registration according to the national and international trademark laws and conventions. In addition the Trademarks are protected through the national laws against unfair competition.

### **2.2. Registration and Maintenance**

CIDESCO shall register the Trademarks and maintain the registrations of the Trademarks in all countries where CIDESCO has CIDESCO Sections and in the countries where the formation of a new CIDESCO Section is expected or where other good reasons for such registration exist.

### **2.3. Authority and Ownership**

In order to maintain a uniform level of protection worldwide, CIDESCO, represented by the Board of CIDESCO, has the exclusive competence and obligation to file and maintain the Trademark registrations mentioned in section 2.2.

Consequently, only "CIDESCO, Comité International d'Esthétique et de Cosmétologie" having its registered seat in Zurich, Switzerland, shall be the registered owner of all Trademarks.

Furthermore, CIDESCO Sections, CIDESCO Schools, CIDESCO Diploma or Certificate Holders, CIDESCO Beauty Salons and / or CIDESCO Spas, CIDESCO Associates and CIDESCO Sponsors shall strictly refrain from filing or maintaining any registration of the Trademarks or of any trademark which is phonetically or otherwise similar to any of the Trademarks in their own name as well as from allowing any third party to perform any such registration.

CIDESCO Sections, CIDESCO Schools, CIDESCO Diploma Holders, CIDESCO Beauty Salons, and / or CIDESCO Spas, CIDESCO Associates and CIDESCO Sponsors shall immediately inform the Board of CIDESCO if they are confronted with an actual or potential legal requirement of any kind requesting any direct or indirect form of registration or official publication of the Trademarks or of any trademark which is phonetically or otherwise similar to any of the Trademarks and shall under no circumstances allow such registration or publication to take place before receiving the prior written approval of the Board of CIDESCO to do so.

None of the above shall make any commitment on behalf of CIDESCO in connection with such registration or use without the prior written approval of the Board of CIDESCO.

Any person or institution other than CIDESCO, registered as the owner of any trademarks using the name or a logo of CIDESCO shall assign such ownership to CIDESCO at first request of CIDESCO, and shall take all necessary steps and issue all necessary documents or declarations in order to execute such assignment.

#### **2.4. Registration Costs**

CIDESCO shall bear all costs in connection with the registration and the maintenance of the Trademarks.

### **3. License to use the Trademarks**

#### **3.1. Use by CIDESCO Sections**

As long as CIDESCO Sections remain CIDESCO Sections, they may use the Trademarks under the following terms and conditions:

- a) Whenever CIDESCO Sections use the Trademarks they shall strictly follow the instructions contained in sections 1.1 – 1.4 of the present Trademark Rules, including without limitation the instructions concerning the design of the CIDESCO logo contained in section 1.2.
- b) CIDESCO Sections shall not use the Trademarks in any way which might be misleading to the public.
- c) CIDESCO Sections may use the Trademarks on their stationery or on any other papers used to correspond with their individual members, potential members or any other third party.

- d) CIDESCO Sections may use the Trademarks in printed or electronic media as well as on their website.
- e) CIDESCO Sections may use the word "CIDESCO" in their e-mail address or in their website address, but only by adding in the address a clear reference to their country, for example by using the top-level domain code of their country. On their website CIDESCO Sections shall clearly mention that they are acting as a CIDESCO Section of CIDESCO and add a hyperlink to the official CIDESCO website ([www.cidesco.com](http://www.cidesco.com)).

CIDESCO Sections shall furthermore strictly follow any instructions concerning the content of their website that the Board of CIDESCO might issue from time to time. CIDESCO Sections shall use its best efforts to make sure that no unauthorized third party uses a domain containing the word CIDESCO or uses the word CIDESCO, the CIDESCO Logo or any other reference to CIDESCO on a website address containing the top level domain code of their country.

- f) CIDESCO Sections shall not use the Trademarks in a country where there is already another CIDESCO Section or in a way which is designed to have substantial effect in such other country without specific written prior consent of such other CIDESCO Section as well as of the Board of CIDESCO.
- g) CIDESCO Sections may use the word "CIDESCO" in their registered name.
- h) CIDESCO Sections shall not use the word "CIDESCO" or the CIDESCO logo either on or in connection with commercial or professional products.
- i) CIDESCO Sections may, however, use the word "CIDESCO" or the CIDESCO logo on any Section diploma or certificate as long as the diploma or certificate is not suggesting that the diploma is a CIDESCO diploma or certificate or is misleading in any other way.

Furthermore any certificate or diploma issued by a CIDESCO Section to a school may not intimate in any way that the school is a CIDESCO Accredited School.

CIDESCO Sections must submit to the Board of CIDESCO for written approval prior to its use any diploma or certificate containing the word "CIDESCO" or the CIDESCO logo other than the official CIDESCO diploma issued by CIDESCO.

- j) CIDESCO Sections shall not allow any third party to directly or indirectly use the Trademarks or any trademark which is phonetically or otherwise similar to any of the Trademarks or tolerate any such third-party use without prior written approval of the Board of CIDESCO.

### 3.2. Use by CIDESCO Schools

CIDESCO Schools, Media Make-up Schools may use the Trademarks as long as their recognition as a CIDESCO School is valid and under the following terms and conditions:

- a) Whenever CIDESCO Schools use the Trademarks they shall strictly follow the instructions contained in sections 1.1 – 1.4 of the present Trademark Rules, including without limitation the instructions concerning the design of the CIDESCO logo contained in section 1.2 as specified in section 3.2 c).
- b) CIDESCO Schools shall not use the Trademarks in any way which might be misleading to the public.
- c) Whenever making use of the Trademarks CIDESCO Schools shall stress by appropriate specifications that they act exclusively as CIDESCO Schools and may not, for example, suggest or imply that they have the status of a CIDESCO Section or a CIDESCO Beauty Salon and / or Spa.

When using the CIDESCO logo it is recommended that CIDESCO Schools insert the word "SCHOOL" (in English) into the logo as follows:



As long as the CIDESCO School is only recognized on probation, it may not use the trademark shown above but has to insert the word "Training School" beneath the logo as follows:



- d) CIDESCO Schools may use the Trademarks on their stationery or on any other papers used to correspond with their students, potential students or any other third party.
- e) CIDESCO Schools may use the Trademarks in their school premises, but not at any other business location.
- f) CIDESCO Schools may use the Trademarks in printed or electronic media as well as on their website.
- g) CIDESCO Schools shall not use the word "CIDESCO" in their e-mail address or in their website address.
- h) CIDESCO Schools shall not use the word "CIDESCO" in or in connection with any registered business name.
- i) CIDESCO Schools shall not use the word "CIDESCO" or the CIDESCO logo either on or in connection with commercial or professional products or on any diploma or certificate other than the official CIDESCO diploma issued by CIDESCO. CIDESCO Schools shall also not use the word "CIDESCO" or the CIDESCO logo in connection with any course or any other education not leading to a CIDESCO Diploma or Certificate.
- j) CIDESCO Schools shall not allow any third party to directly or indirectly use Trademarks or any trademark which is phonetically or otherwise similar to any of the Trademarks nor tolerate any such third party use.

### 3.3. Use by CIDESCO Diploma or Certificate Holders

CIDESCO Diploma or Certificate Holders may use the Trademarks under the following terms and conditions:

- a) Whenever CIDESCO Diploma or Certificate Holders use the Trademarks they shall strictly follow the instructions contained in sections 1.1 – 1.4 of the present Trademark Rules, including but not limited to the instructions concerning the design of the CIDESCO logo contained in section 1.2 as specified in section 3.3 c).
- b) CIDESCO Diploma or Certificate Holders shall not use the Trademarks in any way which might be misleading to the public.
- c) Whenever making use of the Trademarks, CIDESCO Diploma Holders or, if applicable, the Certificate Holders shall stress by appropriate specifications that they act exclusively as a CIDESCO Diploma Holder or, if applicable, as Certificate Holder and shall not, for example, suggest or imply that they or the institution or establishment in which they are active have the status of a CIDESCO Beauty Salon and / or Spa or of a CIDESCO School unless such status is formally granted by CIDESCO.

When using the CIDESCO logo CIDESCO Diploma Holders shall insert the words "DIPLOMA HOLDER" (in English) into the logo as follows:



When using the word "CIDESCO" in connection with their name they shall add the words "Diploma holder" (in English) as follows:

Name:..... CIDESCO Diploma Holder
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- d) CIDESCO Diploma or Certificate Holders may use the Trademarks on their stationery or on any other papers used to correspond with third parties as well as on their business cards.
- e) CIDESCO Diploma or Certificate Holders may use the Trademarks in printed or electronic media as well as on their website.
- f) CIDESCO Diploma or Certificate Holders shall not use the word "CIDESCO" in their e-mail address or in their website address.
- g) CIDESCO Diploma or Certificate Holders shall not use the word "CIDESCO" in or in connection with any registered business name.
- h) CIDESCO Diploma or Certificate Holders may use the CIDESCO logo in an advertisement pertaining to schools or beauty centres (salons / institutes) as long as they clearly state that the CIDESCO Diploma holder is a staff member and as long as it is not suggested that the schools or beauty centres are accredited by CIDESCO if this is not the case.
- i) CIDESCO Diploma or Certificate Holders shall not use the word "CIDESCO" or the CIDESCO logo either on or in connection with commercial or professional products or on any diploma or certificate other than the official CIDESCO diploma issued by CIDESCO.
- j) CIDESCO Diploma or Certificate Holders shall not allow any third party to directly or indirectly use Trademarks or any trademark which is phonetically or otherwise similar to any of the Trademarks or tolerate any such third-party use.

### 3.4. Use by CIDESCO Beauty Salons and / or Spas

CIDESCO Beauty Salons and / or Spas may use the Trademarks as long as their recognition as CIDESCO Beauty Salons and / or Spas is valid and under the following terms and conditions:

- a) Whenever CIDESCO Beauty Salons and / or Spas use the Trademarks they shall strictly follow the instructions contained in sections 1.1 – 1.4 of the present Trademark Rules, including but not limited to the instructions concerning the design of the CIDESCO logo contained in section 1.2.
- b) CIDESCO Beauty Salons and / or Spas shall not use the Trademarks in any way which might be misleading to the public.
- c) Whenever making use of the Trademarks, CIDESCO Beauty Salons and / or Spas shall stress by appropriate specifications that they act exclusively as CIDESCO Beauty Salons and / or Spas and shall not, for example, suggest or imply that they have the status of a CIDESCO School unless such status is formally granted by CIDESCO.
- d) CIDESCO Beauty Salons and / or Spas may use the Trademarks on their stationery or on any other papers used to correspond with third parties.
- e) CIDESCO Beauty Salons and / or Spas may use the Trademarks in their business premises, but not at any other business location.
- f) CIDESCO Beauty Salons and / or Spas may use the Trademarks in printed or electronic media as well as on their website.
- g) CIDESCO Beauty Salons and / or Spas may not use the word "CIDESCO" in their e-mail address or in their website address.
- h) CIDESCO Beauty Salons and / or Spas shall not use the word "CIDESCO" in or in connection with any registered business name.
- i) CIDESCO Beauty Salons and / or Spas may use the CIDESCO logo in any advertisement relating to education or training conducted by the CIDESCO Beauty Salons and / or Spas but must clearly avoid any statement which could be interpreted that such training alone does lead to a CIDESCO Diploma.
- j) CIDESCO Beauty Salons and / or Spas shall not use the word "CIDESCO" or the CIDESCO logo either on or in connection with commercial or professional products or on any diploma or certificate other than the official CIDESCO diploma issued by CIDESCO. They have, however, the right to display in their business premises the word "CIDESCO" or the CIDESCO logo.
- k) CIDESCO Beauty Salons and / or Spas shall not allow any third party to directly or indirectly use the Trademarks or of any trademark which is phonetically or otherwise similar to any of the Trademarks or tolerate any such third party use.

### 3.5. Use by CIDESCO Associates

CIDESCO Associates may use the Trademarks as long as their recognition as CIDESCO Associates is valid and under the following terms and conditions:

- a) Whenever CIDESCO Associates use the Trademarks they shall strictly follow the instructions contained in sections 1.1 – 1.4 of the present Trademark Rules, including but not limited to the instructions concerning the design of the CIDESCO logo contained in section 1.2 as specified in Section 3.5 c.
- b) CIDESCO Associates shall not use the Trademarks in any way which might be misleading to the public.
- c) Whenever making use of the Trademarks, CIDESCO Associates shall stress by appropriate specifications that they act exclusively as a CIDESCO Associate and shall not, for example, suggest or imply that they have the status of a CIDESCO Section, of a CIDESCO School, of a CIDESCO Diploma Holder or of a CIDESCO Beauty Salon and / or Spa unless such status is formally granted by CIDESCO.

When using the CIDESCO logo CIDESCO Associates must insert the words "CIDESCO Associate" (in English) beneath the logo as follows:



When using the word "CIDESCO" in connection with their name they shall add the words "CIDESCO Associate" (in English) as follows:

Name:..... CIDESCO Associate
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- d) CIDESCO Associates may use the Trademarks on their stationery or on any other papers used to correspond with third parties.
- d) CIDESCO Associates may use the Trademarks in their business premises, but not at any other business location.
- f) CIDESCO Associates may use the Trademarks in printed or electronic media as well as on their website.

- g) CIDESCO Associates may not use the word "CIDESCO" in their email address or in their website address.
- h) CIDESCO Associates shall not use the word "CIDESCO" in or in connection with any registered business name.
- i) CIDESCO Associates may use the CIDESCO logo in any advertisement relating to education or training conducted by the CIDESCO Associates but must clearly avoid any statement which could be interpreted that such training alone does lead to a CIDESCO Diploma.
- j) CIDESCO Associates shall not use the word "CIDESCO" or the CIDESCO logo either on or in connection with commercial or professional products or on any diploma or certificate other than the official CIDESCO diploma issued by CIDESCO. They have, however, the right to display in their business premises the CIDESCO Associates logo.
- k) CIDESCO Associates shall not allow any third party to directly or indirectly use the Trademarks or of any trademark which is phonetically or otherwise similar to any of the Trademarks or tolerate any such third party use.

### 3.6 Use by CIDESCO Sponsors

CIDESCO Sponsors may use the Trademarks as long as their recognition as CIDESCO Sponsors is valid and under the following terms and conditions:

- a) Whenever CIDESCO Sponsors use the Trademark they shall strictly follow the instructions contained in sections 1.1 – 1.4. of the present Trademark Rules, including but not limited to the instructions concerning the design of the CIDESCO logo contained in section 1.2 as specified in Section 3.6 c.
- b) CIDESCO Sponsors shall not use the Trademark in any way which might be misleading to the public.
- c) Whenever making use of the Trademarks, CIDESCO Sponsors shall stress by appropriate specifications that they act exclusively as a CIDESCO Sponsor and shall not, for example, suggest or imply that they have the status of a CIDESCO Section, of a CIDESCO School, of a CIDESCO Diploma Holder of a CIDESCO Beauty Salon and / or Spa or of a CIDESCO Associate unless such status is formally granted by CIDESCO. When using the CIDESCO logo, CIDESCO Sponsors must insert the words "CIDESCO Sponsors" (in English) beneath the logo as follows:



When using the word "CIDESCO" in connection with their name they shall add the words "CIDESCO Sponsors" (in English) as follows:

Name:..... CIDESCO Sponsors
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- d) CIDESCO Sponsors may use the Trademarks on their stationery or on any other papers used to correspond with third parties.
- e) CIDESCO Sponsors may use the Trademarks in their business premises, but not at any other business location.
- f) CIDESCO Sponsors may use the Trademarks in printed or electronic media as well as on their website.
- g) CIDESCO Sponsors may not use the word "CIDESCO" in their email address or in their website address.
- h) CIDESCO Sponsors shall not use the word "CIDESCO" in or in connection with any registered business name.
- i) CIDESCO Sponsors may use the CIDESCO logo in any advertisement relating to education or training conducted by the CIDESCO Sponsors but must clearly avoid any statement which could be interpreted that such training alone does

lead to a CIDESCO Diploma.

- j) CIDESCO Sponsors shall not use the word "CIDESCO" or the CIDESCO logo either on or in connection with commercial or professional products or on any diploma or certificate other than the official CIDESCO diploma issued by CIDESCO. They have, however, the right to display in their business premises the CIDESCO Sponsors logo.
- k) CIDESCO Sponsors shall not allow any third party to directly or indirectly use the Trademarks or of any trademark which is phonetically or otherwise similar to any of the Trademark or tolerate any such third party use.

### 3.7 Conditions for any further use

Any use of the Trademarks beyond the limits set forth in the present Trademark Rules shall only be made after written approval of the Board of CIDESCO. The Board of CIDESCO may subject such approval to specific conditions.

## **4. Control of the use of the Trademarks**

### 4.1. Violation of the present Trademark Rules

The Board of CIDESCO shall decide on appropriate sanctions against any violation of the present Trademark Rules by CIDESCO Sections, CIDESCO Schools, CIDESCO Diploma or Certificate Holders, CIDESCO Beauty Salons and / or Spas, and CIDESCO Associates.

Such sanctions may include penalties payable to CIDESCO. Such sanctions may be specified in Rules ratified by the General Assembly (e.g. the CIDESCO School Rules). CIDESCO Sections shall do everything in their power to impose the rules defined in sections 3.2. – 3.5 and 3.7., as well as according to section 5 on the CIDESCO Schools, on the CIDESCO Diploma Holders, on the CIDESCO Beauty Salons and / or Spas and on the CIDESCO Associates having their domicile or their registered office in the same country as that of the CIDESCO Section. They shall instruct their individual members how to make proper reference to their membership and make sure that such reference is not misleading. CIDESCO Sections shall decide upon appropriate sanctions against any violation of their instructions in this matter.

### 4.2. Unauthorized use by third Parties / Infringements / Passing off

CIDESCO, together with the CIDESCO Sections, shall prevent any unauthorized use of the Trademarks by third parties and any infringements of the Trademarks or passing off on the part of third parties. Such third parties are all legal entities or individuals without any of the following accredited CIDESCO statuses: CIDESCO Sections,

CIDESCO Schools, CIDESCO Diploma or Certificate Holders, or CIDESCO Beauty Salons and / or Spas, or CIDESCO Associates.

CIDESCO Sections are required to initiate and carry out at their own cost appropriate steps against such unauthorized use, infringements or passing off having effect within their country.

Furthermore, CIDESCO Sections are required to inform the Board of CIDESCO about such unauthorized use, infringements or passing off as well as about the appropriate steps initiated and/or planned against it.

In cooperation with the CIDESCO Sections involved, the Board of CIDESCO shall initiate and carry out further appropriate steps against such unauthorized use, infringements or passing off.

CIDESCO expects from such CIDESCO Sections a fair contribution to the costs arising out of or in connection with any legal action initiated by CIDESCO against such unauthorized use, infringements or passing off.

**5. Further rules issued by the Board of CIDESCO**

The Board of CIDESCO may from time to time issue additional rules concerning the protection and use of the Trademarks in order to specify or complete the above rules.

The latest version of these Trademark Rules was adopted by the General Assembly of CIDESCO on 21<sup>st</sup> September 2019 in Chicago, USA. It entered into force on that day and replaced the previous version of the Trademark Rules.