



National Association of Professional Insurance Agents

Terms of Use for Using PIA Branding Program Marketing Materials

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These Terms of Use for Using PIA Branding Program Marketing Materials (hereinafter the “Terms of Use”) contain the sections shown below. Anyone using an advertisement or other element of the PIA Branding Program Marketing Materials is bound by these Terms of Use.

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Changes: Text shown in red below reflects changes made on 4/7/08 to the previous version, dated 10/26/06.

Important Note to PIA Members, Affiliates and Others to Whom These Terms of Use

Apply: Use of any materials containing any variation of the PIA Logo—including PIA Branding Program Marketing Materials—is subject to the terms and conditions set forth in the “Guidelines for Using PIA Logos” available here:

<http://www.pianet.com/doc/Comm/GuidelinesforUsingPIALogos.pdf>

Important Note to Official Company Sponsors of the PIA Branding Program: Your use of the PIA Main Street Logo is specifically governed by the “Company Guidelines for Using the PIA Main Street Logo” available here:

<http://www.pianet.com/doc/PIABrandingProgram/Logos/CompanyGuidelines.pdf>

1. Introduction

One of the more important benefits of being a current member or affiliate (affiliates are chartered PIA state/regional associations that have a current affiliate agreement in force with PIA National) of the National Association of Professional Insurance Agents (hereinafter “PIA”) is the privilege of utilizing the PIA Branding Program Marketing Materials. Official sponsors of the PIA Branding Program also have an opportunity, described below, to assist their PIA member appointed agents in utilizing these PIA Branding Program Marketing Materials.



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The purpose of these Terms of Use is to insure proper use of the PIA Branding Program Marketing Materials by authorized entities. It provides PIA's rules for using the PIA Branding Program Marketing Materials along with explanations and examples of proper usage.

Where in conflict, any terms herein are superseded by any other specific agreements made between PIA and the party in question. However, any non-conflicting portions of these Terms of Use remain in force.

2. Parties Bound By These Terms of Use & Definition of "PIA Branding Program Marketing Materials"

These Terms of Use apply to any individual or entity that utilizes, alters, or transfers any of the PIA Branding Program Marketing Materials, including, but not limited to, print advertisements, flyers, brochures, radio advertisements, television advertisements or any other materials that exist now or may be created in the future as part of the PIA Branding Program. These PIA Branding Program Marketing Materials additionally include, but are not limited to, any marketing materials created by PIA that contain the PIA Main Street Logo shown below or the tagline "*Local Agents Serving Main Street AmericaSM*."



3. General Rules Governing All Uses of PIA Branding Program Marketing Materials

- a) Except as noted elsewhere in these Terms of Use, no alterations may be made to any PIA Branding Program Marketing Materials without authorization by an authorized agent of the National Association of Professional Insurance Agents.
- b) The following items may be added to PIA Branding Program Marketing Materials without additional authorization by an authorized agent of the National Association of Professional Insurance Agents: PIA member agency logos; PIA member agency contact information; and insurance company **names and** logos. Use of insurance company **names and** logos should only be exercised by those authorized to do so and should comply with the company's guidelines, over which PIA has no control.
- c) No **name or** logo other than those of a PIA member agency and/or one or more insurance companies affiliated with said PIA member agency may appear on any PIA Branding Program Marketing Materials, unless specifically authorized by an authorized agent of the National Association of Professional Insurance Agents. This includes, but is not limited to, any **name or** logo associated with any other association or branding program.



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- d) Insurance company logos added to any PIA Branding Program Marketing Materials must be the same size or smaller than the PIA Main Street Logo that also appears on that item.
- e) PIA member agency logos added to any PIA Branding Program Marketing Materials must be the same size or larger than the PIA Main Street Logo that also appears on that item.
- f) Company and agency taglines, slogans or other messages may not be added to PIA Branding Program Marketing Materials without authorization by an authorized agent of the National Association of Professional Insurance Agents.
- g) Neither advertising copy nor design elements may be altered without authorization by an authorized agent of the National Association of Professional Insurance Agents.
- h) All copy and graphics added to PIA Branding Program Marketing Materials must be separate and distinct from the PIA Main Street Logo and any other copy and design elements that make up the item in question.
- i) Any party that loses its standing with the PIA Branding Program (as described later in these Terms of Use) must immediately cease and desist from using any PIA Branding Program Marketing Materials in any way and must discontinue any references to “*Local Agents Serving Main Street AmericaSM*” that might infringe upon PIA’s trademarks. Additionally these parties must immediately discontinue all use of the PIA Main Street Logo, whose rules of use are more fully described in the “Guidelines for Using PIA Logos” (for all entities except official sponsors of the PIA Branding Program) and the “Company Guidelines for Using the PIA Main Street Logo” (for official sponsors of the PIA Branding Program).

4. Use of PIA Branding Program Marketing Materials by PIA Member Agents

Current agent members of the National Association of Professional Insurance Agents and their insurance agencies may use and alter PIA Branding Program Marketing Materials as long as they maintain a current PIA membership, abide by these Terms of Use, and have not received notice to discontinue use of PIA Branding Program Marketing Materials from an authorized agent of PIA. PIA members may transfer PIA Branding Program Marketing Materials as necessary to facilitate their use (e.g. sending an advertisement to a newspaper **or radio station** for authorized alteration and placement; sending a flyer to a printer for authorized alteration and printing; sending an advertisement or a flyer to an insurance company for their approval). PIA members may not transfer PIA Branding Program Marketing Materials to other agents, whether PIA members or not. Those entities, if they are current PIA members, must obtain files directly from PIA’s website, www.PIANET.com or an official sponsor of the PIA Branding Program.

Agents who are not PIA members may never use PIA Branding Program Marketing Materials.

PIA members acknowledge that PIA has a mechanism by which companies can become official sponsors of the PIA Branding Program. While PIA members are encouraged to



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assist companies in becoming official sponsors of the PIA Branding Program, they may not grant such status and may in no way imply that a company is or may become an official sponsor, unless so informed by an authorized agent of PIA.

Further instructions for use of PIA Branding Program Marketing Materials can be found on PIA's website, www.PIANET.com, or by going directly here: <http://www.pianet.com/piabrandingprogram>.

5. Use of PIA Branding Program Marketing Materials by PIA Affiliates

"PIA affiliates" are chartered PIA state/regional associations who have a current affiliate agreement in force with PIA National.

Current PIA affiliates may use, alter and transfer PIA Branding Program Marketing Materials as long as they have a current affiliate agreement in force with PIA National, abide by these Terms of Use, and have not received notice to discontinue use of PIA Branding Program Marketing Materials from an authorized agent of PIA.

When transferring PIA Branding Program Marketing Materials to their current members, PIA affiliates must also provide those members with the following text:

The use of PIA Branding Program Marketing Materials is restricted to current PIA members. Authorized use is strictly enforced. Users must agree to abide by PIA's "Terms of Use for Using PIA Branding Program Marketing Materials" and the "Guidelines for Using PIA Logos." These documents are available using the links below:

<http://www.pianet.com/doc/PIABrandingProgram/TermsOfUse.pdf>

<http://www.pianet.com/doc/Comm/GuidelinesforUsingPIALogos.pdf>

Further instructions for use of PIA Branding Program Marketing Materials can be found on PIA National's website, www.pianet.com, or by going directly here: <http://www.pianet.com/piabrandingprogram>

While PIA affiliates may use PIA Branding Program Marketing Materials as part of their membership development program, they may not provide "high-resolution" print-quality PDFs to agents who are not PIA members. Where possible, affiliates should include the following information to these membership prospects:

The use of PIA Branding Program Marketing Materials is restricted to current PIA members. Authorized use is strictly enforced.

PIA affiliates acknowledge that PIA has a mechanism by which companies can become official sponsors of the PIA Branding Program. While PIA affiliates are encouraged to assist companies in becoming official sponsors of the PIA Branding Program, they may



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not grant such status and may in no way imply that a company is or may become an official sponsor, unless so informed by an authorized agent of PIA.

6. Use of PIA Branding Program Marketing Materials by Official Sponsors of the PIA Branding Program

To become an official sponsor of the PIA Branding Program, companies must complete and sign the “PIA Branding Program Carrier Agreement” and must receive signed, written notice from an authorized agent of PIA that their Carrier Agreement has been accepted by PIA. While PIA affiliates and members are encouraged to assist companies in becoming official sponsors of the PIA Branding Program, they may not grant such status and may in no way imply that a company is or may become an official sponsor, unless so informed by an authorized agent of PIA.

Official sponsors of the PIA Branding Program may continue to utilize PIA Branding Program Marketing Materials as long as they abide by these Terms of Use and have not received notice to discontinue use of PIA Branding Program Marketing Materials from an authorized agent of PIA.

Official sponsors of the PIA Branding Program may alter PIA Branding Program Marketing Materials as specified in these Terms of Use or as authorized by an authorized agent of PIA. An example of such an alteration would be to standardize placement of a company logo. Official sponsors have permission to transfer these altered files, or the original, unaltered files, to their PIA member appointed agents, provided they also provide those agents with the following text:

The use of PIA Branding Program Marketing Materials is restricted to current members of the National Association of Professional Insurance Agents. Authorized use is strictly enforced. Users must agree to abide by PIA’s “Terms of Use for Using PIA Branding Program Marketing Materials” and the “Guidelines for Using PIA Logos.” These documents are available using the links below:

<http://www.pianet.com/doc/PIABrandingProgram/TermsOfUse.pdf>

<http://www.pianet.com/doc/Comm/GuidelinesforUsingPIALogos.pdf>

Further instructions for use of PIA Branding Program Marketing Materials can be found on PIA’s website, www.pianet.com, or by going directly here:

<http://www.pianet.com/piabrandingprogram>

7. Quality Control Provisions

Any individual or entity that exercises his right to use the PIA Branding Program Marketing Materials as outlined herein agrees to comply with all federal and state laws and regulations when it engages in any activity in connection with the PIA Branding Program Marketing Materials.



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Upon PIA's request, each entity that uses PIA Branding Program Marketing Materials agrees to forward representative samples of such use to PIA within 30 days of any such request by PIA.

Upon PIA's request, each entity that uses PIA Branding Program Marketing Materials agrees to provide PIA with materials and information regarding its organization, programs, products and services.

8. Additional Terms of Use

Any individual or entity that exercises his right to use the PIA Branding Program Marketing Materials as outlined herein agrees that upon written notice from PIA, which may be given for any reason, it will discontinue any usage of the PIA Branding Program Marketing Materials.

Each entity that uses PIA Branding Program Marketing Materials acknowledges PIA's exclusive ownership of these materials as well as the tagline "*Local Agents Serving Main Street AmericaSM*" and the PIA Main Street Logo and shall not challenge PIA's ownership thereof.

Each entity permitted to use the PIA Branding Program Marketing Materials acknowledges that PIA is the sole and exclusive owner of these materials and agrees that its use of the respective materials inures to the benefit of PIA, that the PIA Branding Program Marketing Materials are important valuable assets of PIA, and that its use of the PIA Branding Program Marketing Materials materially impacts the value of these materials.

All PIA Branding Program Marketing Materials are copyright protected by PIA as are any of their individual copy and design elements that may be legally covered by the copyright protections afforded by U.S. and state law. Each entity that uses PIA Branding Program Marketing Materials acknowledges PIA's copyright ownership in these materials and agrees not to infringe on this copyright ownership, notwithstanding any permissions provided in these Terms of Use.

Each entity that uses PIA Branding Program Marketing Materials agrees to comply with any additional regulations determined by PIA.

9. Contact Information

Questions about the PIA Branding Program Marketing Materials should be directed to piabrandingprogram@pianet.org or (703) 836-9340 or in writing to:

National Association of Professional Insurance Agents
Communications Department—PIA Branding Program
400 North Washington Street
Alexandria, VA 22314-2353