

Fintech Open Source Foundation (FINOS)

Trademark Guidelines

1. Introduction

This document (the “Policy”) outlines the Fintech Open Source Foundation (“FINOS”) policy for the use of the trademarks of FINOS programs and projects. While our software is available under free and open source software licenses, the copyright license does not include an implied right or license to use our trademarks.

The role of trademarks is to provide assurance about the quality of the products or services with which the trademark is associated. But because an open source license allows your unrestricted modification of the copyrighted software, we cannot be sure that your modifications to the software are ones that will not be misleading if distributed under the same name. Instead, this Policy describes the circumstances under which you may use our trademarks.

In this Policy we are not trying to limit the lawful use of our trademarks, but rather describe for you what we consider the parameters of lawful use to be. Trademark law can be ambiguous, so we hope to provide enough clarity for you to understand whether we will consider your use non-infringing or licensed.

The sections that follow describe what trademarks are covered by this Policy, as well as uses of the trademarks that are allowed without additional permission from us. If you want to use our trademarks in ways that are not described in this Policy, please see “Where to get further information” below for contact information. Any use that does not comply with this Policy or for which we have not separately provided written permission is not a use that we have approved, so you must decide for yourself whether the use is nevertheless lawful.

This policy does not alter the rights or obligations you have under the free and open source software license for the project, which also must be observed.

2. Our commitment to open source principles

We want to encourage and facilitate the use of our trademarks by the community, but do so in a way that still ensures that the trademarks are meaningful as a source and quality indicator for our software and the associated goods and services and continue to embody the high reputation of the software and the community associated with it. This Policy therefore tries to strike the proper balance between: 1) our need to ensure that our trademarks remain reliable indicators of the qualities that they are meant to preserve and 2) our community members' desire to be full participants in our member projects.

3. Trademarks subject to these guidelines



a. Our Trademarks

This Policy covers the following marks owned by FINOS and its members:



1. Our word trademarks and service marks (the "Word Marks"):

Mark	Common descriptive name for the goods or services
FDC3	Software and standards to enable interoperability between desktop applications.
Financial Developer Experience & FDX	Software, standards, and materials to support modern software development practices in financial services.
Financial Objects	Standard formats for transmission of data related to financial services and financial products.
Hadouken	Software for providing a desktop container for HTML5 applications.
Open Developer Platform & ODP	Software, services, and materials for supporting secure and compliant software development in financial services.
Open Source Readiness	Services, software, and materials for promoting open source engagement in financial technology.
Plexus Interop	Software and standards to enable interoperability between desktop applications.
Symphony ¹	Software for providing secure communications.

2. Our program and project logos (the "Logos"):

FDC3 Logo	
FDX Logo	

¹ The “Symphony” mark, the Symphony “pinwheel” design, and the “SYMPHONY” wordmark are trademarks of Symphony Communication Services, LLC.

Financial Objects Logo	
Hadouken Logo	
Open Source Readiness Logo	
Plexus Interop Logo	
Symphony logo and wordmark ¹	
Voice Program Logo	

3. And the unique visual styling of the websites and packaging for the software projects (the "Trade Dress").

This Policy encompasses all trademarks and service marks, whether Word Marks, Logos or Trade Dress, which are collectively referred to as the "Marks." Some Marks may not be registered, but registration does not equal ownership of trademarks. This Policy covers our Marks whether they are registered or not.

b. The trademarks we are not licensing in this Policy

The following trademarks are reserved exclusively to our use and are not covered by the Policy:

- Fintech Open Source Foundation
- FINOS
- The FINOS “F” design and the “FINOS” wordmark (together or separately):



Contact us as described in "Where to get further information" below if you have questions or want to ask permission to use any of these excluded trademarks.

4. Universal considerations for all uses

Whenever you use one of the Marks, you must always do so in a way that does not mislead anyone, either directly or by omission, about exactly what they are getting and from whom. The law reflects this requirement in two major ways described in more detail below: it prohibits creating a "likelihood of confusion" but allows for "nominative use." For example, you cannot say you are distributing the PLEXUS INTEROP software when you are distributing a modified version of it, because people would be confused when they are not getting the same features and functionality they would get if they downloaded the software directly from us. You also cannot use our logos on your website in a way that suggests that your website is an official website or that we endorse your website. You can, though, say you like the PLEXUS INTEROP software, that you participate in the HADOUKEN community, that you are providing an unmodified version of the SYMPHONY ELECTRON software, or that you wrote a book describing how to use the PLEXUS INTEROP software.

This fundamental requirement, that it is always clear to people what they are getting and from whom, is reflected throughout this Policy. It should also serve as your guide if you are not sure about how you are using the Marks.

These guidelines are if you would like to use our Marks, but you don't have to. You are free to remove all of our Marks and replace them with your own, whether or not you are distributing a modified or unmodified version of the project software. Of course, you still must comply with the attribution requirements provided in the copyright license for the software.

In addition:

You may not use the Marks in association with the use or distribution of software if you are also not in compliance with the copyright license for the software.

You may not use or register, in whole or in part, the Marks as part of your own trademark, service mark, domain name, company name, trade name, product name or service name.

Trademark law does not allow your use of names or trademarks that are too similar to ours. You therefore may not use an obvious variation of any of our Marks or any phonetic equivalent, foreign language equivalent, takeoff, or abbreviation for a similar or compatible product or service.

You agree that you will not acquire any rights in the Marks and that any goodwill generated by your

use of the Marks inures solely to our benefit.

5. Use for software

See Universal considerations for all uses, above, which also apply.

a. Uses we consider non-infringing

i. Distribution of unmodified source code or unmodified executable code we have compiled

When you redistribute an unmodified copy of our software, you are not changing the quality or nature of it. Therefore, you may retain the Word Marks and the Logos we have placed on the software to identify your redistribution -- whether that redistribution is made by optical media, memory stick or download of unmodified source and executable code. This applies if you are redistributing an official distribution from a member project that has not been changed in any way.

ii. Distribution of executable code that you have compiled, or modified code

You may use the Word Marks, but not the Logos, to truthfully describe the origin of the software that you are providing, that is, that the code you are distributing is a modification of the project software. You may say, for example, that "this software is derived from the source code for PLEXUS INTEROP."

iii. Statements about compatibility, interoperability or derivation

You may use the Word Marks, but not the Logos, to truthfully describe the relationship between your software and ours. Our Mark should be used after a verb or preposition that describes the relationship between your software and ours. So you may say, for example, "Carter's software for the PLEXUS INTEROP platform" but may not say "Carter's PLEXUS INTEROP software." Some other examples that may work for you are:

[Your software] works with HADOUKEN software
[Your software] uses PLEXUS INTEROP software
[Your software] is compatible with the FDC3 standards
[Your software] is powered by HADOUKEN software
[Your software] runs on FDC3-compatible systems
[Your software] for use with PLEXUS INTEROP software
[Your software] for SYMPHONY software

b. Uses for which we are granting a license

i. Uses we consider infringing without seeking further permission from us

We will likely consider using the Marks for a software distribution that combines our software with any other software program an infringement of our Marks. We would consider your software "combined" with ours if you create a single executable for both software programs, as well as if by installing our software it automatically installs yours or vice versa. We would not consider your software "combined" with ours if it is on the same media but requires separate, independent action to install it.

ii. Use for non-software goods and services

See Universal considerations for all uses, above, which also apply.

6. Websites

You may use the Word Marks and Logos, but not the Trade Dress, on your webpage to show your support for a member project as long as:

- The website has branding that is easily distinguished from the Trade Dress;
- You own branding or naming is more prominent than any Mark;
- Any Logo is hyperlink to the project website;
- The site does not mislead customers into thinking that either your website, service, or product is a project website, service, or product; and
- The site clearly states that you are not affiliated with or endorsed by the project or FINOS.

7. Publications and presentations

You can use the Word Marks in book and article titles, and the Logo in illustrations within a document, as long as the use does not suggest that we have published, endorse, or agree with your work.

a. Uses for which we are granting a license

i. User groups

You can use the Word Marks as part of your user group name provided that:

- The main focus of the group is the software;
- Any software or services the group provides are without cost;
- The group does not make a profit;
- Any charge to attend meetings is to cover the cost of the venue, food and drink only.

Note that the Universal considerations for all uses, above, still apply, specifically, that you may not use or register the Marks as part of your own trademark, service mark, domain name, company name, trade name, product name or service name.

ii. Uses we consider infringing without seeking further permission from us

We will likely consider using the Marks as part of a domain name or subdomain an infringement of our Marks.

We would likely consider using the Marks on promotional goods an infringement of our Marks.

8. General Information

a. Trademark marking and legends

The first or most prominent mention of a Mark on a webpage, document, packaging, or documentation should be accompanied by a symbol indicating whether the mark is a registered trademark (“®”) or an unregistered trademark (“™”). See our Trademark List for the correct symbol to use.

Also, if you are using our Marks in a way described in the sections “Uses for which we are granting a license,” please put the following notice at the foot of the page where you have used the Mark (or, if in

a book, on the credits page), on any packaging or labeling, and on advertising or marketing materials: "HADOUKEN is trademark of the Fintech Open Source Foundation, registered in the United States and other countries. Used with permission from the Fintech Open Source Foundation."

b. What to do when you see abuse

If you are aware of any confusing use or misuse of the Marks in any way, we would appreciate you bringing this to our attention. Please contact us as described below so that we can investigate it further.

c. Where to get further information

If you have any questions about this Policy, would like to speak with us about the use of our Marks in ways not described in the Policy, or see any abuse of our Marks, please contact us at legal@finos.org.

9. General considerations about trademarks and their use

a. What trademark law is about

i. What is a trademark?

A trademark is a word, phrase, symbol or design, or a combination of words, phrases, symbols or designs, that identifies and distinguishes the source of the goods of one party from those of others. A service mark is the same as a trademark, except that it identifies and distinguishes the source of a service rather than a product. "Trade dress" or "get up" refers to the look and feel of the packaging, which in this context can include the layout, colors, images, and design choices in a web page. Throughout this Policy, the terms "trademark" and "mark" refer to both trademarks, service marks and trade dress.

However, the use of a word is "not as a trademark" when it is used functionally as part of the software program, for example, in a file, folder, directory, or path name. Use in this way is not a trademark infringement.

ii. What is "likelihood of confusion"?

There is trademark infringement if your use of a trademark has created a "likelihood of confusion." This means using a trademark in a way that will likely confuse or deceive the relevant consuming public about the source of a product or service using the mark in question. For example, if the "Foo" software extension removes all double spaces after periods, but someone else later creates "Foo" software that adds a third space after periods, consumers would be confused between the two and the newcomer will likely be a trademark infringer. As another example, if a company makes "Foobar" software and a third party offers training called "Foobar Certification," a person is likely to believe, wrongly, that the certification is being offered by the makers of Foobar software. The third party has likely misled consumers about the source of its training and is a trademark infringer.

iii. What is "nominative" use?

So-called "nominative use" (or "nominative fair use"), which is the name of the doctrine under U.S. trademark law, allows the use of another's trademark where it is necessary for understanding. Other countries' trademark laws also have similar provisions. For example, a car repair shop that specializes in a particular brand of automobile, VW for example, must be allowed to say that they repair VW cars. Here is what you should consider when deciding whether your use of a trademark is a nominative fair use:

- Whether you can identify the product or service in question without using the trademark;
- Whether you are avoiding a likelihood of confusion in the way that you have used the trademark; and
- Whether you have used only as much as is necessary to identify the product or service.

With our "Foobar Certification" example above, the person offering the certification would be allowed to say, under the nominative fair use doctrine, that they are offering "Jordan's Certification for Foobar software."

It is almost never the case that using a Logo will be a nominative fair use since it will be a rare case where the logo is needed for strictly informational purposes.

b. Proper trademark use

These rules hold true for all trademarks, not just ours, so you should follow them for our Marks as well as anyone else's.

c. Use of trademarks in text

Always distinguish trademarks from surrounding text with at least initial capital letters or in all capital letters.

Unacceptable: plexus interop

Acceptable: Plexus Interop, PLEXUS INTEROP

Always use trademarks in their exact form with the correct spelling, neither abbreviated, hyphenated, or combined with any other word or words.

Unacceptable: Plexus-Interop

Acceptable: Plexus Interop

Don't pluralize a trademark.

Unacceptable: Our application implements all of the FDC3s.

Acceptable: Our application implements every FDC3 interop standard.

Don't use "a" or "the" to refer to an instance of the trademark.

Unacceptable: I put a Plexus Interop on our corporate network.

Acceptable: I put a Plexus Interop system on our corporate network.

Always use a trademark as an adjective modifying a noun. You can see the nouns we prefer under "Our trademarks."

Unacceptable: This apps are FDC3, so they work together seamlessly.

Acceptable: This apps use FDC3 interop standards, so they work together seamlessly.

Don't use a trademark as a verb. Trademarks are products or services, never actions.

Unacceptable: I'll Symphony with Irene and ask her.

Acceptable: I'll chat with Irene on Symphony and ask her.

Don't use a trademark as a possessive. Instead, the following noun should be used in possessive form or the sentence reworded so there is no possessive.

Unacceptable: Hadouken's desktop interface is very clean.

Acceptable: The Hadouken desktop's interface is very clean.

Don't translate a trademark into another language.

Acceptable: Quiero instalar Symphony en mi sistema.

Unacceptable: Quiero instalar Sinfonía en mi sistema.

d. Use of Logos

You may not change any Logo except to scale it. This means you may not add decorative elements, change the colors, change the proportions, distort it, add elements, or combine it with other logos.

However, when the context requires the use of black-and-white graphics and the logo is color, you may reproduce the logo in a manner that produces a black-and-white image.

These guidelines are based on the Model Trademark Guidelines, available at <http://www.modeltrademarkguidelines.org.>, used under a Creative Commons Attribution 3.0 Unported license: https://creativecommons.org/licenses/by/3.0/deed.en_US