



CHAPTER ELEVEN – LICENSING OF THE QUEST MARK

SECTION 11.1 The QUEST Mark *(Amended December 16, 2008)*

NACHA is the owner of the QUEST Mark, consisting of the "Quest" word mark and the Design Mark as illustrated in the Quest Graphic Standards Manual, and such other marks as may be adopted by NACHA for use in connection with EBT Programs from time to time. The protection of the QUEST Mark is vital to all Participants to identify the nature and quality of EBT services being supplied. It is an essential responsibility of all Participants to maintain the nature and quality of services identified by the QUEST Mark, consistent with the standards established by these Rules and the Quest Graphic Standards Manual.

SECTION 11.2 License to Use the QUEST Mark

- a. NACHA hereby grants to each Issuer and Acquirer a nonexclusive, nontransferable license to use the QUEST Mark solely within the States, solely in connection with the promotion and rendering of services by each Issuer and Acquirer in connection with designated EBT Programs with the right to enter into sublicense only with Merchants with which they have entered into Merchant Agreements and for the sole purpose of facilitating the participation of such Merchants in such EBT Programs. Any other use of the QUEST Mark is prohibited without the prior express written approval of NACHA. *(Amended May 21, 1998)*
- b. Each Issuer and Acquirer acknowledges NACHA's sole ownership of the QUEST Mark, agrees that it will do nothing inconsistent with such ownership and that all use of the QUEST Mark by such Issuer or Acquirer shall inure to the benefit of and be on behalf of NACHA. No Issuer or Acquirer may use any of the QUEST Mark in its corporate name, trade name, fictitious name or trade address.
- c. Each Issuer and Acquirer agrees that all use of the QUEST Mark, as well as the nature and quality of all goods produced, services rendered and printed materials published by such Issuer or Acquirer in connection with the QUEST Mark shall conform to the standards set by and be under the control of NACHA, which standards are established and maintained by these Rules and the Quest Graphic Standards Manual; both as amended from time to time.
- d. Each Issuer and Acquirer agrees to cooperate with NACHA in maintaining NACHA's control of such nature and quality, to permit reasonable inspection of such Issuer or Acquirer's operations, and to supply NACHA with specimens of such Issuer's or Acquirer's use of the QUEST Mark upon request.
- e. Each Issuer and Acquirer shall cooperate with NACHA in executing any and all documents or in doing or refraining from doing such acts as may be reasonably necessary to enable NACHA to protect the QUEST Mark.
- f. Each Issuer and Acquirer agrees to notify NACHA promptly of any infringement, potential infringement or improper use of the QUEST Mark that shall come to such Issuer's or Acquirer's notice. NACHA shall have the sole right to engage in infringement, opposition, cancellation or unfair competition proceedings involving the QUEST Mark.
- g. Each Issuer and Acquirer agrees that it shall not state or imply that any service offered under the QUEST Mark is exclusively offered by such Issuer or Acquirer.
- h. Each Issuer and Acquirer agrees to indemnify NACHA against all claims, liabilities, losses and expenses arising from such Issuer's or Acquirer's use of the QUEST Mark.



- i. The license granted to each Issuer and Acquirer under this Section shall become effective as of the date of each Issuer's or Acquirer's first use of the QUEST Mark as an Issuer or Acquirer under these Rules, and the term shall be unlimited so long as such Issuer or Acquirer is an Issuer or Acquirer in good standing and will terminate automatically upon expiration or termination of such Issuer's Issuer Participation Agreement or such Acquirer's Acquirer Agreement, unless such party shall have in effect another such agreement at the time of such termination.
- j. Upon termination of the license granted under Section 11.2(a), each Issuer and Acquirer agrees to cease all use of the QUEST Mark as provided in Chapter 12 of these Rules.
- k. The right to use the QUEST Mark in any form or manner will be granted only to Issuers and Acquirers, and the QUEST Mark may not be used in any form or manner until an Issuer has executed and delivered an Issuer Participation Agreement as provided in Section 1.1(b) and an Acquirer has executed an Acquirer Agreement and certified to its Issuer its ability to properly process Transactions.
- l. Each Merchant which has entered into a Merchant Agreement with an Acquirer pursuant to these Rules shall, on behalf of such Acquirer, have the right to display the QUEST Mark on decals, signs, printed and broadcast materials solely to indicate acceptance of Cards for payment. Any such display shall be in accordance with the Quest Graphic Standards Manual.
- m. No material displaying the QUEST Mark shall contain any matter that would tend to denigrate the QUEST Mark.
- n. Any use and/or display of the QUEST Mark by any Issuer or Acquirer or any of an Acquirer's Merchants not in compliance with the requirements of this Chapter and the Quest Graphic Standards Manual is actionable by NACHA under these Rules and may lead to termination or suspension of the Issuer's or Acquirer's right to process Transactions or other appropriate action if such use is not terminated and satisfactory evidence of such termination is not given to NACHA promptly after notice to cease any such use.
- o. The right to use the QUEST Mark cannot be sublicensed, other than as specified in Section 11.2(a), or assigned, whether by sale, consolidation, merger, amalgamation, operation of law, or otherwise, except with the express prior written consent of NACHA. Any attempted sublicense beyond that expressly permitted above, or assignment without the express written consent of NACHA, shall be void and of no effect. No sublicense permitted under these Rules shall extend beyond the time limitations of the license to the Issuer or Acquirer under these Rules.

SECTION 11.3 Use of QUEST Mark on Cards

The QUEST Mark shall be placed on all Cards in conformity with the design illustrated in the Quest Graphic Standards Manual.

SECTION 11.4 Responsibility for Use of the QUEST Mark

Any Issuer and Acquirer or Merchant permitted by NACHA to use the QUEST Mark shall obtain no interest in the QUEST Mark, except the right to use it in accordance with the requirements of this Chapter and the Quest Graphic Standards Manual. In addition, with respect to the QUEST Mark, each Issuer, Acquirer and Merchant shall:

- a. Whenever and however incurred, bear all costs and expense of, and full responsibility with respect to, and all liability for, its own use and, for Acquirers, its Merchants' use and any removal from use of the QUEST Mark;
- b. Comply strictly with all specifications, directives and requirements concerning copyright, patent, trademark or service mark use, as from time to time an Issuer or Acquirer may be advised of by NACHA; and



- c. At any time required by NACHA, at such Issuer and Acquirer's sole expense, remove from use the QUEST Mark and, where applicable, surrender to NACHA any depiction of the QUEST Mark in any signs, decals, advertisements, promotional material and any other written materials.

SECTION 11.5 License to Use and Reproduce Written Materials

NACHA hereby grants to each Issuer and Acquirer a personal, nontransferable, nonexclusive right and license to reproduce, on the conditions set out hereinafter, written materials, advertisements and other like promotional materials as may be hereafter from time to time created by or for NACHA for use in conjunction with the EBT Programs under the QUEST Mark. NACHA hereby further grants to each Issuer and Acquirer a similar right and license to utilize and distribute such materials in connection with such Issuer or Acquirer's participation and promotion of the EBT Programs using the QUEST Mark.

Each Issuer and Acquirer agrees that it will conform all of its use of such materials to the quality and content of the specimens which may from time to time be submitted to Issuer and Acquirer by NACHA; in that connection each Issuer and Acquirer agrees to always use the QUEST Mark in the authorized form set out in these Rules and the Quest Graphic Standards Manual. Each Issuer and Acquirer further agrees to use a proper copyright notice on all such materials in the precise form and content as such copyright notice is set out in any such materials submitted to Issuer and Acquirer by NACHA.

Should any Issuer and Acquirer fail to include in any such reproduced material a copyright notice, in conformance with such notice appearing on any specimens of such materials submitted by NACHA, or should any Issuer and Acquirer fail to include a copyright notice on other material to be disseminated by such Issuer or Acquirer upon receipt of instructions from NACHA to do so, and should any such failure result in loss of copyright or other damage to NACHA, such Issuer or Acquirer hereby agrees to compensate NACHA fully for any loss or damage occasioned by its failure to include an appropriate copyright notice on any such materials.

SECTION 11.6 Nonmember Guidelines for the Usage of the QUEST Mark

- a. It is the responsibility of each Issuer and Acquirer to ensure that any use of the QUEST Mark by its registered Third Party Service Providers and Merchants complies with the specifications described in this Chapter of the Rules and the Quest Graphic Standards Manual.
- b. Each Acquirer must ensure that all solicitation materials distributed by its registered Third Party Service Providers comply with the following guidelines:
 - (i) The Third Party Service Provider must be clearly identified as a representative of the Acquirer.
 - (ii) All solicitation materials must clearly disclose that any Merchant Agreement resulting from the solicitation will be between the Acquirer and the individual Merchant.
- c. All Third Party Service Providers are prohibited from using the QUEST Mark on their letterhead, stationery or business cards.