

Intellectual property & image rights policy

Stanley/Stella develops a series of assets, made available to customers via the Stanley/Stella online content library, to be used with the objective of promoting the Stanley/Stella brand and its products.

The Stanley/Stella name, logo, trademark, designs and all visuals, text, video and sound which appear in any of our materials, online and offline, are the sole property of Stanley/Stella and are protected by intellectual property and other laws. Stanley/Stella reserves the right to take any necessary legal action, not least in court, in the event of the violation of the terms of these General Terms & Conditions of Sale.

Please read on to understand exactly how the Stanley/Stella visuals should be used.

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Stanley/Stella intellectual property & image rights policy

1. Introduction

Stanley and Stella SA, with registered offices at Delta Building, Rue Jules Cockx 8-10, floors 3-4, B-1160 Auderghem, Belgium, VAT Registration BE0810.580.894 (hereinafter: "STANLEY/STELLA"), distributes blank textile products through various distribution channels. STANLEY/STELLA sells its products to its partners via, among others, the STANLEY/STELLA B2B Webshop (hereinafter: "Webshop"), electronic data interchange and customer care.

The STANLEY/STELLA'S Intellectual Property and Image Rights Policy (hereinafter "the Policy") is applicable to all persons and/or entities who personalize, distribute, commercialize and/or sell the products from STANLEY/STELLA and/or who uses for these purposes the marketing material provided by STANLEY/STELLA (hereinafter: the "Partner" or "Partners").

2. Intellectual Property

The intellectual property of STANLEY/STELLA includes, but is not limited to, copyright, trademarks, image rights, trade names, licenses, models, trade secrets, processes, software, formulas, ideas, concepts and developments (hereinafter: "Intellectual Property").

Any element developed, created or acquired by STANLEY/STELLA (for example but not limited to the textile products STANLEY/STELLA distributes and commercializes, the marketing material they provide and the visual, textual or sound components on the Webshop), is and shall remain the exclusive Intellectual Property of STANLEY/STELLA.

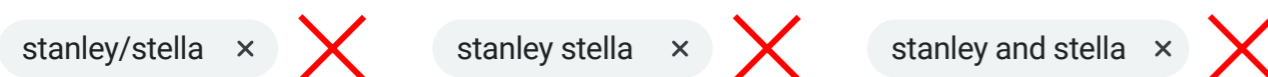
The name and logo of STANLEY/STELLA is protected by trademark. The use of the name and/or logo by a Partner needs to follow STANLEY/STELLA's [Graphic Identity Guide](#). In case of doubt, please contact communication@stanleystella.com.

The STANLEY/STELLA brand and image (hereinafter: "Brand and Image") and the communication of this (for example on the website of STANLEY/STELLA or in its publications like the Brand Book) are protected by Intellectual Property. A Partner may not use or adopt STANLEY/STELLA's Brand and Image as if it were it own or give this impression.

A Partner may not use/register the name STANLEY/STELLA in a domain name:



A Partner is not allowed to use the name STANLEY/STELLA in a Google Ads or other types of (paid) advertising:



3. Use of the Marketing Material

STANLEY/STELLA supplies its Partners with marketing material, such as logos, photographs, video-material, visuals, etc. (hereinafter "Marketing Material").

The Marketing Material is and remain the exclusive Intellectual Property of STANLEY/STELLA. The Partners are only granted a limited non-exclusive authorization to use and/or publish the Marketing Material of STANLEY/STELLA. This authorization is revocable at any time by STANLEY/STELLA.

STANLEY/STELLA designs, develops and/or reviews its Marketing Material each year. The Partners are responsible to only use the most recent Marketing Material and to replace any old Marketing Material they use in due course with the most recent Marketing Material. The authorization granted by STANLEY/STELLA is limited in time per collection and/or season or otherwise expressly determined by STANLEY/STELLA.

The Partners who use the products of STANLEY/STELLA under their own name, may only use the 'pack shots', i.e. textile photos without the head of the model, from the Marketing Material. The Partner is authorized to edit the textile part of the pack shot (e.g. with an illustration or words/signs) if they do not violate public order and morality, any law or regulation or any rights of third parties and/or STANLEY/STELLA. Please find hereunder an example of a 'pack shot'.



The Partner who is selling products under the name "STANLEY/STELLA", can only use the Marketing Material in their original format and in accordance with the instructions provided on a case-by-case. The Marketing Material cannot be in any way altered, re-colored, photoshopped or adapted to any communication requirement or method, whether in print, video or digital media.

The Partner may not use Marketing Material of STANLEY/STELLA in combination with products and/or marketing material from a third party.

The authorization by STANLEY/STELLA to the Partner is strictly limited to its website, web shop and social media (and for example not for third party websites as Amazon). The Marketing Material may not, without prior written authorization, be used on websites of any third parties or for a third-party advertising campaign.

If a Partner wishes to edit the Marketing Material, he needs the express and written consent from STANLEY/STELLA.

4. General provisions

When a Partner shares the Marketing Material of STANLEY/STELLA with a third party, the latter will comply with this Policy and the Partner will guarantee and warrant this.

STANLEY/STELLA will not be held liable in the event they would receive any claims by a third party if the Partner would not comply with this Policy.

The Partner shall, indemnify, defend and hold STANLEY/STELLA and their agents, employees, successors, licensees, directors, shareholders, and other representatives, harmless at all times from and against any and all third party liability, loss, damage, costs, charges, claims, actions, causes of action, recoveries, judgments, penalties and expenses, including reasonable outside lawyers' fees, which it or any of them may suffer by reason of any violation from this Policy.

The Partner shall assist and indemnify STANLEY/STELLA if third parties hold STANLEY/STELLA accountable on grounds for which under this Privacy the Partner have a duty of indemnification or other commitment towards STANLEY/STELLA.

This Policy shall be governed exclusively by the laws, regulations and rules applicable on the territory of the Kingdom of Belgium. Any disputes regarding the Policy, including disputes about its existence and validity or violations of the Policy by the Partner, shall be placed before the courts with jurisdiction at Brussels (Belgium) to the exclusion of all other tribunals, court or forums.

