



TEXAS MEDIATOR  
CREDENTIALING  
ASSOCIATION

## ACCEPTABLE USE of the TMCA CREDENTIAL DESIGNATION and CREDENTIAL DESIGNATION ICONS in PROMOTIONAL and ADVERTISING MATERIAL

The details regarding the use of the TMCA Credential Designation by a Credential holder are defined in Section 2 of the Terms and Conditions Agreement that each Applicant signed and agreed to in the Applicant's Application for Credential. These details have been updated below to include a table showing the exact terminology that is acceptable (at the end of Section 2.a.) and Section 2.b., entitled "Acceptable Use of TMCA Credential Designation Icons (for Credentialed Mediators, Credentialed Advanced Mediators and Credentialed Distinguished Mediators only)." Accordingly, this document serves to amend Section 2 of the Terms and Conditions Agreement.

All of the following is binding and effective as of January 1, 2018.

### TEXAS MEDIATOR CREDENTIALING ASSOCIATION

#### **TERMS AND CONDITIONS FOR CREDENTIALING**

##### **2. MEANING AND USE OF CREDENTIAL DESIGNATION:**

a. *Acceptable Use of the TMCA Credential Designation by an Approved Applicant*

Subject to these Terms and Conditions, TMCA grants an approved Applicant (referred to in this section as "Credential holder") a non-exclusive and non-transferable right to use the Credential Designation granted to the Credential holder. ***A Credential holder may only use the Credential Designation exactly as it appears on a Credential holder's Certificate of Credential Designation (the "Mark") in association with a Credential holder's name on promotional displays and advertising materials.*** The Applicant may not use a Credential Designation or claim to have obtained a Credential Designation from TMCA unless the Applicant has completed the credentialing requirements and has been approved by TMCA. A Credential holder may use a Credential Designation on promotional displays and advertising materials only during the calendar year specified in the Applicant's approved Application for Credential or Application for Renewal.

A Credential holder may not use any TMCA logo and TMCA reserves the right to deny use of the Mark, the TMCA logo, or any other TMCA mark at its sole discretion, at any time and for any reason. The words, spelling, case of the letters, comparative size of the words and letters, grammar, punctuation, and substance of the Mark may not be modified or altered in any way by a Credential holder.

A Credential holder agrees to immediately terminate the use of any Credential Designation granted by TMCA at the request or instruction of TMCA. Such request may be made pursuant to TMCA's Grievance Rules and Procedures or at any time and for any reason determined by TMCA in its sole and exclusive discretion.

Inappropriate use of the Credential Designation will result in the termination of the use of a Credential holder's Credential Designation. Such inappropriate use includes by way of example, but is not limited to, using the Credential Designation to mislead, misrepresent, imply or suggest that (1) the Applicant has obtained a Credential Designation that the Applicant has not, (2) TMCA endorses or recommends the services provided by a Credential holder or a Credential holder's employees, contractors, or affiliates, (3) TMCA has entered into a joint venture, partnership, or relationship with a Credential holder other than having granted a Credential Designation to a Credential holder, (4) the Credential Designation has any meaning or use other than that provided in this document, or (5) any other person, organization, or entity is entitled to the use or benefit of the Credential Designation granted to a Credential holder.

The Applicant acknowledges that, if granted a Credential Designation by TMCA, the Credential holder is not acquiring a license, registration, or credential by, through, or under a governmental agency, and that the Credential Designation is not being acquired pursuant to a government contract.

## ACCEPTABLE USE OF THE TMCA CREDENTIAL DESIGNATION

<i>Credential Designation</i>	<i>Exact wording that can be used on promotional displays and advertising materials (identical to Credential Designation)</i>
Credentialed Distinguished Mediator	Credentialed Distinguished Mediator, Texas Mediator Credentialing Association - or - Credentialed Distinguished Mediator, TMCA - or - TMCA Credentialed Distinguished Mediator
Credentialed Advanced Mediator	Credentialed Advanced Mediator, Texas Mediator Credentialing Association - or - Credentialed Advanced Mediator, TMCA - or - TMCA Credentialed Advanced Mediator
Credentialed Mediator	Credentialed Mediator, Texas Mediator Credentialing Association - or - Credentialed Mediator, TMCA - or - TMCA Credentialed Mediator
Candidate for Credentialed Mediator	Candidate for Credentialed Mediator, Texas Mediator Credentialing Association - or - Candidate for Credentialed Mediator, TMCA - or - TMCA Candidate for Credentialed Mediator

b. *Acceptable Use of TMCA Credential Designation Icons by an Approved Applicant Who Is Classified as a Credentialed Mediator, Credentialed Advanced Mediator, or Credentialed Distinguished Mediator Only*

Subject to the following Terms and Conditions, TMCA grants an approved Applicant at the classification level of Credentialed Mediator, Credentialed Advanced Mediator or Credentialed Distinguished Mediator (referred to in this section as “Credential holder”) a non-exclusive and non-transferable right to use the Credential Designation Icon that correlates with the Credential Designation granted to a Credential holder.

A Credential holder may use a Credential Designation Icon on promotional displays and advertising materials only if the Credential holder has received approval from TMCA for the named Credential Designation in the year specified within a Credential Designation Icon and only during the calendar year specified in the Credential Designation Icon. After the end of the calendar year, the Credential Designation Icon shall not be used and all references to and use of such Icon shall cease. TMCA reserves the right to deny use of any Credential Designation Icon or any other TMCA mark at its sole discretion, at any time and for any reason. The words, spelling, case of the letters, comparative size of the words and letters, grammar, punctuation, colors, and graphic design of any of the Credential Designation Icons may not be modified or altered in any way by a Credential holder. A Credential holder may use only the downloadable .jpg files which may be found within the Credential holder’s Account Center upon logging into [txmca.org](http://txmca.org). All Credential Designation Icons will change each year to reflect the current year. The color versions must be used as provided in the .jpg files. The red is PMS 185 and the blue is PMS 276. Further, the smallest size to which any Credential Designation Icon may be reduced is ¾” in height in any usage of same.

A Credential holder agrees to immediately terminate the use of any Credential Designation Icon offered for use by TMCA at the end of the calendar year or at the request or instruction of TMCA. Such request may be made pursuant to these guidelines, the TMCA Grievance Rules and Procedures, or at any time and for any reason determined by TMCA in its sole and exclusive discretion.

Inappropriate use of any Credential Designation Icon will result in the termination of the use of a Credential holder’s Credential Designation. Such inappropriate use includes by way of example, but is not limited to, using the Credential Designation Icon in a year not specified in the Credential Designation Icon or to mislead, misrepresent, imply, or suggest that (1) the Applicant has obtained a Credential Designation that the Applicant has not, (2) TMCA endorses or recommends the services provided by a Credential holder or a Credential holder’s employees, contractors or affiliates, (3) TMCA has entered into a joint venture, partnership, or relationship with a Credential holder other than having granted a Credential Designation to a Credential holder, (4) the Credential Designation Icon has any meaning or use other than that provided in this document or in TMCA’s Terms and Conditions for Credentialing, or (5) any other person, organization, or entity is entitled to the use or benefit of the Credential Designation Icon offered for use to a Credential holder.

A Credential holder acknowledges that use of a TMCA Credential Designation Icon does not represent that the Credential holder has acquired a license, registration, or credential by, through, or under a governmental

agency, and that the Credential Designation Icon is not being used pursuant to a government contract.

**By use of the appropriate corresponding Credential Designation Icon, a Credential holder agrees to the terms and conditions of this section.**