



ACCEPTABLE USE OF THE TMCA DESIGNATION IN PROMOTIONAL AND ADVERTISING MATERIAL

The details regarding the use of the TMCA designation by a credential holder are defined in Section 2 of the Terms and Conditions Agreement that each credential holder signed and agreed to when they applied for a credential. Following, verbatim, is that section. Following this Section is a table showing the exact terminology that is acceptable.

TEXAS MEDIATOR CREDENTIALING ASSOCIATION **TERMS AND CONDITIONS** **FOR CREDENTIALING**

2. MEANING AND USE OF CREDENTIAL DESIGNATION: Subject to these Terms and Conditions, TMCA grants the Applicant a non-exclusive and non-transferable right to use the Credential Designation granted to the Applicant. **The Applicant may only use the Credential Designation exactly as it appears on the Applicant’s Certificate of Credential Designation (the “Mark”) in association with the Applicant’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 the TMCA unless the Applicant has completed the credentialing requirements. The Applicant may not use any TMCA logo or mark other than the Mark, and the 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 the Applicant.

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

Inappropriate use of the Credential Designation will result in the termination of the use of the Applicant’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) the TMCA endorses or recommends the services provided by the Applicant or the Applicant’s employees, contractors or affiliates, (3) the TMCA has entered into a joint venture, partnership, or relationship with the Applicant other than having granted a Credential Designation to the Applicant, (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 the Applicant.

The Applicant acknowledges that, if granted a Credential Designation by the TMCA, the Applicant 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.

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<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)
Credentialed Advanced Mediator	Credentialed Advanced Mediator, Texas Mediator Credentialing

	Association - <i>or</i> - Credentialed Advanced Mediator, (TMCA)
Credentialed Mediator	Credentialed Mediator, Texas Mediator Credentialing Association - <i>or</i> - Credentialed Mediator, (TMCA)
Candidates for Credentialed Mediator	Candidate for Credentialed Mediator, Texas Mediator Credentialing Association - <i>or</i> - Candidate for Credentialed Mediator, (TMCA)