

## CHAPTER [5]: Branding Guidelines

### Version History

Version	Date	Description
0.3	6th June 2022	Released to NPs
1.0	15th September 2022	<ul style="list-style-type: none"><li>- Eased restrictions on display frequency of ONDC Marks in promotions containing multiple marks</li><li>- Definition of adequate clear space made clearer</li><li>- Added clarification on definition of unfair trade practices</li><li>- Added clause to forbid misrepresentation of ONDC's role in a transaction</li></ul>

ONDC Mark shall be used by the Network Participants pursuant to execution of the Network Participant Agreement with ONDC. ONDC Mark may be used by other ecosystem participants including the Technology Service Provider (TSPs), Sellers and other entities involved in the ONDC Network who may not have any direct contractual relationship with ONDC (**Ecosystem Participant**). The Ecosystem Participants may use ONDC Mark, for any commercial purposes in relation to its business, pursuant to a written permission or authorisation from ONDC. Any other person is not authorised to use the ONDC Mark, for any commercial purposes, without written permission or licence from ONDC. The terms of these Branding Guidelines shall apply to all usage of the ONDC Marks.

Except as set forth below, nothing herein grants or should be deemed to grant anyone any right, title or interest in or to the ONDC Mark. All users of the ONDC Mark acknowledge that all rights to the ONDC Mark are the exclusive property of ONDC, and all goodwill generated through the use of the ONDC Mark will inure solely to the benefit of ONDC. Users of the ONDC Mark will not take any action that conflicts with ONDC's rights in, or ownership of, the ONDC Mark.

Any usage of the ONDC Mark shall be in accordance with the ONDC Mark Specifications laid out in Annexure I.

Strict compliance with the Branding Guidelines is required at all times, and any use of the ONDC Mark in violation of these Branding Guidelines will automatically terminate the right, licence, any permission, approval, or authorisation to use the ONDC Mark. Notwithstanding anything, ONDC reserves the right in its sole discretion to modify the permission to use the ONDC Mark and to take any other action against any use that does not conform to these terms and conditions, infringes any ONDC intellectual property or other right, or violates Applicable Law.

## 5.1. Guidelines for usage of the ONDC Mark by Network Participants

- 5.1.1. The ONDC Mark in relation to a transaction signifies those transactions carried out through the ONDC Network in accordance with the Network Policy.
- 5.1.2. The ONDC Mark does not indicate any guarantee of the services or products offered through the ONDC Network or services of the Network Participant. At no point shall the usage of the ONDC Mark imply endorsement, guarantee, or assurance of any product or service, the Buyer or Seller, or the Network Participant. The Network Participant shall make this clear to the Buyer by way of their terms and conditions.
- 5.1.3. For all Network Participants, ONDC will enter into the ONDC Network Participant Agreement whereby ONDC will grant to the Network Participant a non-exclusive, royalty-free, non-transferable, non-sub-licensable and limited right to use, reproduce, and display the ONDC Mark as per the terms and conditions set out herein. Upon the suspension / termination of the membership to the ONDC Network, all rights to use or access the ONDC Mark will cease immediately.
- 5.1.4. Use of the ONDC Mark by a Network Participant signifies that a Network Participant is a member of the ONDC Network and adheres to the Network Policy.

- 5.1.5. Any advertisement with the ONDC Mark must be clear, accurate and not false or misleading so that Buyers or Sellers receive correct information before engaging with an advertisement or deciding to purchase a product or avail a service through the ONDC Network. Notwithstanding anything above, there must not be any association direct or indirect that links ONDC with any false or misleading advertising of any kind.
- 5.1.6. ONDC Mark may be used as part of social media promotion campaign with hashtags such as #ONDC or any other variant representing the ONDC Network, provided such usage does not violate Clause 5.3 of these Branding Guidelines.
- 5.1.7. A Network Participant may use the ONDC Mark on: (i) its website or application; (ii) online advertisements; and / or (iii) offline advertisements, without obtaining written permission of ONDC, at each instance.
- 5.1.8. Network Participants must display the ONDC Mark in a clearly visible manner on their respective application and landing page for all transactions on the ONDC Network and in accordance with Clause 5.2, to ensure that Buyers or Sellers can readily identify the Network Participant as a part of the ONDC Network and thereby trust that the transaction will be in accordance with the Network Policy.
- 5.1.9. ONDC Mark must be used on all transaction screens along with the Network Participant marks and not with any goods or services listed or associated with such Network Participant. At no point shall ONDC usage imply endorsement, guarantee, or assurance of any product or service listed on any application of the Network Participant, the Buyer or Seller, or the Network Participant itself.
- 5.1.10. Network Participant may use referential phrases such as "member of ONDC" when referring to ONDC's role in a transaction, provided that the application is in fact compatible with, or otherwise works with, the ONDC open protocol.
- 5.1.11. Network Participant shall not use language such as "partner," "partnership," or "endorsed by" when referring to its relationship with ONDC.
- 5.1.12. Network Participant shall not use the ONDC Mark as part of a sentence to mislead the Buyers or Sellers or as referring to ONDC endorsing or promoting a particular product or service. For example, Network Participants should not state, "*Products listed or displayed through our application are (ONDC Mark) approved, so please use our application.*"
- 5.1.13. Network Participant shall not use the ONDC Mark as a part of sentence that misrepresents ONDC's role in the transaction. For example, "*Paid using ONDC*"
- 5.1.14. Product images displayed by the Network Participant should not include any ONDC Marks, or variations, modifications, or anything confusingly similar to ONDC's Marks. This includes, but is not limited to, any words or logos with the terms ONDC or Open Network for Digital Commerce.

## 5.2. Guidelines for usage of the ONDC Mark by Ecosystem Participants

- 5.2.1. For all Ecosystem Participants, the use of ONDC Mark for commercial purposes is subject to a written permission, approval, or authorisation from ONDC, determined at ONDC's sole discretion, granting the specific Ecosystem Participant a non-exclusive, non-transferable right to use, reproduce, and display the ONDC Mark as per the terms and conditions set out herein. The right to use the ONDC Mark may be terminated at ONDC's sole discretion.
- 5.2.2. Ecosystem Participant should include the following statement in and on any materials that display the ONDC Mark (written or electronic): "*ONDC's trademark is used under written permission from ONDC.*"
- 5.2.3. Ecosystem Participant may use referential phrases such as "compatible with ONDC" when referring to ONDC's role in a transaction, provided that the service provided by the Ecosystem Participant are in fact compatible with, or otherwise works with, the ONDC open protocol.
- 5.2.4. Use of the ONDC Mark by the Ecosystem Participant signifies that the Ecosystem Participant adheres to the Network Policy and is associated with the ONDC Network.
- 5.2.5. Clause 5.1.1, 5.1.2, 5.1.5, 5.1.6, 5.1.11, 5.1.12, and 5.3 will be applicable to all usage of the ONDC Mark by any Ecosystem Participant.

### 5.3. Restrictions on usage of the ONDC Mark

The ONDC Mark should not be used in any of the following ways (**General ONDC Mark Restrictions**), unless stated otherwise in these Branding Guidelines. These restrictions are applicable to use by third parties for non-commercial purposes as well.

- 5.3.1. **Disparaging use:** In a way that is, in ONDC's sole opinion, misleading, unfair, defamatory, infringing, libellous, disparaging, obscene or otherwise objectionable to ONDC, the ONDC Network or Network Participants or products or services displayed by or through any Network Participants, or in a manner which, in ONDC's opinion, lessens or otherwise damages ONDC's reputation or the goodwill in the ONDC Mark.
- 5.3.2. **Endorsement:** In any manner that might imply a relationship or affiliation with, sponsorship, or endorsement by ONDC, or that can be reasonably interpreted to suggest that any product or services or content has been authorised by or represents the views or opinions of ONDC, including but not limited by the usage, in the name of a person's business, group, event, product, service, application, domain name, social media account, or other offering.
- 5.3.3. **Prominent use:** Used more prominently than the marks associated with a person's own product or services or on promotional materials for products or services being distributed or sold.
- 5.3.4. **Media and Publication:** The ONDC Mark should not be used in the title or otherwise on the cover of books or other publications, television or film or video production, title of blogs or otherwise in the blog except as a descriptive reference to ONDC or the ONDC Network, without prior written approval, permission, or authorisation of ONDC.

- 5.3.5. **Merchandised items:** The ONDC Mark is not permitted for use on apparel or merchandise items such as T-shirts, mugs, packaging, other memorabilia, without prior written approval, permission, or authorisation of ONDC.
- 5.3.6. **ONDC trade dress:** Imitate the distinctive ONDC Marks, website design, logo, or typefaces.
- 5.3.7. **Slogans and taglines:** Use or imitate an ONDC slogan or tagline, without prior written approval, permission, or authorisation of ONDC.
- 5.3.8. **Domain names:** Use an identical or virtually identical ONDC Mark as a second level domain name or register or attempt to register any domain names identical or similar to ONDC Marks.
- 5.3.9. **Business, product, or service name:** Use or register or attempt to register, in whole or in part, ONDC, Open Network for Digital Commerce, or any other ONDC Mark or alterations thereof which is identical or similar to the ONDC Mark, as part of its business name, trade name, trademarks, product name, or service name.
- 5.3.10. **Advertisement:** The ONDC Mark should not be used in connection with any misleading advertisement or unfair trade practices as defined under Applicable Laws
- 5.3.11. **Variations:** Use a variation, phonetic equivalent, foreign language equivalent, take-off, or abbreviation of the ONDC Mark for any purpose.
- 5.3.12. **Misleading Use:** By usage of the ONDC Mark, no person shall mislead Buyers or Sellers indicating any sponsorship, affiliation, or endorsement with the ONDC Mark.
- 5.3.13. **Contrary to Applicable Law:** Use the ONDC Mark on any website, platform, application that contains or displays adult content, promotes gambling, involves the sale of tobacco or alcohol to persons under the prescribed age as per Applicable Law, or otherwise violates any law or regulation.
- 5.3.14. **Challenge ONDC's rights in the ONDC Mark:** All Ecosystem Participants hereby agree not to challenge or assist others to challenge ONDC rights in the ONDC Mark.

## ANNEXURE I

### ONDC MARK SPECIFICATIONS

Usage of the ONDC Mark, including its visual, graphic, or textual elements, must always be in accordance with the specification set forth below (**ONDC Mark Specifications**):

- (a) **Minimum size:** The ONDC Mark must be no smaller than 1” wide for print or 72 pixels on screen. The letter size of ONDC must not be less than 50% of the largest letter in the Network Participant Brand. Always reproduce the ONDC Mark at a size that is clear and legible.
- (b) **White background:** The ONDC Mark is designed for white background and must always appear on a white background. If the usage context is a colour other than white, then a white rectangular area with 20% extra space on all 4 sides of the logo needs to be used as a background. Under no circumstance should the ONDC Mark be placed on any background which interferes with the readability or display of the ONDC Mark.
- (c) **Minimum clear space:** ONDC Mark must appear in an uncluttered space, free from text and other graphics. The amount of clear space around the ONDC Mark should be equal to or greater than the height of the 'O' in the ONDC Mark, as used in the particular instance.
- (d) **Usage of ONDC name in text:** When referencing ONDC in text, ensure all letters are in uppercase with no space in between i.e., “ONDC”. The name ONDC must appear in the same font as its surrounding text. The name must not be modified in any way.
- (e) **Suffix/prefix:** The ONDC Mark must be used as provided without any suffixes or prefixes.
- (f) **Parity:** In communications that promote more than one mark, the ONDC Mark must be presented with size, frequency (where possible), colour treatment, location, and prominence equal to that of all other marks and / or logos presented.
- (g) **Latest version:** Users of the ONDC Mark must ensure that they use the updated version of the ONDC Mark, as available at [www.ondc.org/brand](http://www.ondc.org/brand). A user should not use the ONDC Mark downloaded from Google or any other search engine.
- (h) **Avoid alterations:** All use of the ONDC Mark must ensure that the ONDC Mark is not altered or modified in any manner, including but not limited to, stretching, squeezing, rotating, or changing the colour, proportion, or font of the ONDC Mark, or adding or removing any element(s) to or from the ONDC Mark.
- (i) **Translations:** ONDC Mark must appear in English only. The ONDC name must not be translated into other languages nor appear in another alphabet, except for specific authorised versions as notified by ONDC from time to time.

## **Summary of consultations**

ONDC sought inputs on v 0.31 of Chapter 5 Branding Guidelines from Network Participants, both onboarded and prospective, and other stakeholders. Summarised below are the feedback/queries received from Network Participants and ONDC's responses to them.

### **1. Usage of the ONDC Mark**

*Clause 5.1.7 lays out the modalities of the use of the ONDC Mark and specifies the cases when Network Participants are free to use the ONDC Mark. Clause 5.1.8 requires Network Participants to put a clear and visible representation of the ONDC Mark on the landing page of their platforms*

#### **Stakeholder Inputs**

Stakeholders sought clarification on the type of offline mediums for which written prior permission may not be required for using the ONDC Mark. Additionally, stakeholders have sought clarification on the necessity of putting the ONDC Mark on the website or application of the e-commerce platform or the logistics provider.

#### **ONDC's Response**

It is clarified that the ONDC Mark can be used for all forms of offline advertising, without the need of a prior written permission from ONDC. Further, all Network Participants are required to put the ONDC Mark on the landing page where transactions on the ONDC Network are initiated.

### **2. Use of ONDC Mark by Ecosystem Participants**

*Clause 5.2.1 mentions the specifics of the use of the ONDC Mark for commercial purposes by Ecosystem Participants such as Technology Service Providers, Reconciliation Service Providers etc. The Clause also allows ONDC to terminate the right to use of the ONDC Mark by Ecosystem Participants.*

#### **Stakeholder Inputs**

Stakeholders expressed concerns to ONDC to re-evaluate the right to terminate the use of the ONDC Mark.

#### **ONDC Response**

ONDC maintains that it unilaterally retains the right to terminate the use of the ONDC Mark by Ecosystem Participants, since it maintains the proprietary right over the ONDC Mark.

### **3. Restrictions on use of the ONDC Mark**

*Clause 5.3 specifies the various instances for which the use of the ONDC Mark is to be restricted and its specific modalities. Clause 5.3.4 addresses restriction of use of the ONDC Mark in offline mediums, unless prior written approval is taken from ONDC. Clause 5.3.10 restricts the use of the ONDC Mark in connection with misleading advertisements or unfair trade practices.*

#### **Stakeholder Inputs**

Stakeholders expressed concerns on the ambiguous definition of disparaging use of the ONDC Mark and the restrictive use of the ONDC Mark in offline mediums.

#### **ONDC's Response**

ONDC clarifies that the clauses only provide the minimum and industry accepted protection for the ONDC brand, while allowing Network Participants to use the ONDC Mark on various mediums with the prior approval received from ONDC. Additionally, ONDC clarifies that the use of the ONDC Mark is restricted for unfair trade practices, as defined in the Consumer Protection Act, 2019.

#### **4. ONDC Mark Specifications**

*The specifics of the visual, graphic or textual use of the ONDC Mark are described in Annexure 1 of the ONDC Branding Guidelines, such as the proportional size, minimum clear space to be maintained around the ONDC Mark, frequency etc.*

#### **Stakeholder Inputs**

- i. Stakeholders enquired on whether the requirements defined under the ONDC Mark Specifications also hold true for co-branded use?
- ii. They also pointed out the ambiguous definition or the lack thereof, of minimum clear space around the ONDC Mark.
- iii. Stakeholders sought clarification on the definite requirement while writing “Open Network for Digital Commerce”, including on what should be the case or any other specifications which must be followed
- iv. Stakeholders sought clarification on the frequency of the use of the ONDC Mark especially for co-branded use

#### **ONDC Response**

- a. ONDC maintains that the specifications of the ONDC Mark must be followed for co-branded use as well, while allowing users the liberty on the frequency of the use, thereby requiring them to maintain parity, only if and when required.
- b. Addressing the minimum clear space to be maintained around the ONDC Mark, it is now clarified to maintain space of the size of ‘O’ and to follow the same unit of measurement, as used in the ONDC Mark.