

## 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>
1.1	24th July 2023	<ul style="list-style-type: none"> <li>- Removed a clause to clarify the use of ONDC Mark in relation to the transactions.</li> <li>- Harmonise some clauses to remove ambiguity and added some examples of permissible and non-permissible language</li> <li>- Added explicit reference to Do's and Don'ts of ONDC Branding Guidelines</li> <li>- Clarified that the use of standalone ONDC Mark without suffixes such as Network or Protocol is prohibited</li> </ul>
2.0	15th February 2024	Simplified and Rationalised Chapter released to NPs
2.1	1st May 2024	Added clause clarifying usage of NP Marks by ONDC

## PURPOSE OF THIS CHAPTER

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. In addition, the Branding Guidelines also include provisions related to the use of Participants Mark by ONDC. This helps in promoting collaboration within the ONDC ecosystem and ensuring that everyone's contributions are properly acknowledged.

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 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.
- 5.1.2. 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.
- 5.1.3. 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.

- 5.1.4. 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.
- 5.1.5. 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.
- 5.1.6. 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.
- 5.1.7. 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.
- 5.1.8. ONDC Mark can be used only on the landing page of the Network Participant's app or website 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.
- 5.1.9. Network Participant may use referential phrases such as "Powered by ONDC Protocol" or "member of ONDC Network" when referring to ONDC's role, provided that the application is in fact compatible with, or otherwise works with, the ONDC Protocol Specification.
- 5.1.10. Network Participant shall not use language such as "partner," "partnership," or "endorsed by" when referring to its relationship with ONDC.
- 5.1.11. 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.*"
- 5.1.12. Network Participant shall not use the ONDC Mark as a part of sentence that misrepresents ONDC's role. For example, "*Paid using ONDC*", "*Delivered by ONDC*" etc.
- 5.1.13. 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.
- 5.1.14. Network Participants shall ensure that the usage of the ONDC Mark is in accordance with the Do's and Don'ts of the ONDC Branding, available at <https://resources.ondc.org/marketing-and-communication-resources>.

## 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 Protocol" 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, 5.1.15 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.

#### **5.4. Guidelines for usage of Network Participants Mark by ONDC**

- 5.4.1. ONDC may use the Participant's Mark only on its Network and website or any other related material as provided by the Participant and in line with the Network Participant Agreement. The Participant's Mark will be used by ONDC to confirm that the Participant is part of the ONDC Network.
- 5.4.2. Related materials under Clause 5.4.1 may encompass announcements on social media, introducing and confirming that the NP is now part of the ONDC Network.
- 5.4.3. Any updates or changes to the Mark must be communicated in writing by the Participant.
- 5.4.4. ONDC may use the Participant's Mark for which Network Participant has given the representation establishing the ownership and title, licence, or right to use, as applicable of the Mark provided by the Network Participant to ONDC for display on its Network or website or related material.
- 5.4.5. In instances where a Network Participant possesses merely a license to distribute or retail products under a third-party brand owner's mark without the requisite authority to sublicense or otherwise grant rights in such mark to ONDC, the Network Participant shall not be obligated to confer upon ONDC any rights or licenses pertaining to the third-party brand owner's intellectual property.

## 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 more 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 standalone ONDC Mark without any suffix such as Network or Protocol can only be used after a prior written permission or authorisation from ONDC.
- (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.

## DEFINITIONS

**Branding Guidelines** shall mean the terms and conditions set out in Chapter 5.

**General ONDC Mark Restrictions** shall mean the restrictions set out in Clause 5.3.

**ONDC Brand** shall mean the words ONDC or its full form when used online or offline.

**ONDC Mark** shall mean the relevant trademarks and /or service marks, trade names, whether registered or unregistered, owned, or licensed, and any other marks as provided in writing by ONDC and includes ONDC Brand.

**ONDC Mark Specification** shall mean the specifications set out in Annexure I to Chapter 5.

**Participant's Marks** shall mean the relevant trademarks and /or service marks in relation to the Agreement or Network Policy as provided to ONDC by the Participant in writing from time to time.

**Do's and Don'ts of ONDC Branding:** Guidelines issued by ONDC for using the ONDC Mark