

Trademark Clause for FaceFocusVR

In addition to the conditions specified in the CERN-OHL-S_V2 license, the following terms explicitly apply:

1. Trademark Ownership and Usage

1.1 The term "FaceFocusVR" is a protected trademark. Its usage is strictly limited to identifying the origin or source of the design, such as through the statement "Based on FaceFocusVR."

1.2 All rights associated with the "FaceFocusVR" trademark remain exclusively with the trademark owner. This license does not transfer any ownership or licensing rights regarding the trademark itself.

2. Restrictions on Trademark Usage

2.1 Any promotional or marketing use of the trademark "FaceFocusVR" is strictly prohibited. It is expressly prohibited to imply, suggest, or create the impression, directly or indirectly, of any association, endorsement, sponsorship, or involvement by FaceFocusVR in any project, hardware, software, or related components.

2.2 The use of the trademark "FaceFocusVR" in internet domains, social media handles, or usernames by third parties is explicitly prohibited.

2.3 Any modifications, variations, or combinations of the trademark "FaceFocusVR" (e.g., "FaceFocusVR-Pro," "FaceFocusVR Plus," etc.) are strictly prohibited.

3. Quality and Security Standards

3.1 Users of the "FaceFocusVR" trademark must ensure that any projects referencing or using the trademark adhere to quality standards consistent with the reputation and public image of FaceFocusVR.

3.2 Security mechanisms implemented by FaceFocusVR are integral components of its trademark quality standards. These mechanisms must remain fully intact and operational at all times. Disabling, removing, or altering them constitutes a serious violation and results in immediate revocation of trademark usage rights.

3.3 The trademark "FaceFocusVR" or the phrase "Based on FaceFocusVR" must not appear on hardware or products that do not fully meet the established security standards of FaceFocusVR.

3.4 In cases where hardware modifications compromise or fail to comply with FaceFocusVR's security standards, the designation "Based on FaceFocusVR" must be removed and may not be used under any circumstances. This permission to remove the designation is strictly limited to security-related cases and must not be exploited for other purposes.

3.5 Users are encouraged to contact the trademark owner of FaceFocusVR directly for assistance or clarification regarding the evaluation of security standards.

4. Mandatory Trademark Identifications

4.1 All trademark identifications placed by FaceFocusVR, notably but not exclusively the silkscreen imprint "Based on FaceFocusVR," must not be removed, obscured, altered, or made illegible under any circumstances, except as explicitly permitted in section 3.4.

4.2 Any use of the "FaceFocusVR" trademark must clearly communicate that the associated project is neither approved, sponsored, nor supported by FaceFocusVR.

5. Liability and Indemnification

5.1 Any user of the "FaceFocusVR" trademark explicitly agrees to indemnify and hold FaceFocusVR harmless against all claims, damages, or demands from third parties arising from their use of the trademark.

6. Approval for Extended Usage and Contact

6.1 Any intended use of the "FaceFocusVR" trademark beyond the explicitly permitted scope outlined herein—particularly for promotional, commercial, or partnership-related purposes—requires prior explicit written consent from the trademark owner.

6.2 Requests for such approvals or any inquiries concerning the trademark must be directed to the trademark owner through the official contact information provided on the FaceFocusVR website.

7. Enforcement and Territorial Scope

7.1 FaceFocusVR regularly monitors compliance with this trademark clause and reserves the right to proactively and rigorously enforce its terms.

7.2 This trademark clause applies internationally without territorial limitation.

8. Applicable Law and Jurisdiction

8.1 This trademark clause is governed by German law. The exclusive place of jurisdiction for any disputes related to this clause shall be the registered office of the trademark owner.

Compliance with this trademark clause is mandatory for any use of designs and materials provided under the CERN-OHL-S_V2 license. Any violation of this clause constitutes a breach of licensing terms and may result in legal action.