

# MEMBERSHIP REQUIREMENTS

## STANDARDS FOR MEMBERSHIP

### *As a member of the JVC, you commit to:*

- S.1. make reasonable efforts to educate yourself and your staff and anyone acting on your company's behalf about applicable legal requirements for your business;
- S.2. comply with all laws and regulations applicable to the jewelry industry;
- S.3. make accurate representations about the products and/or services you buy and sell;
- S.4. communicate to business partners your commitment to compliance with the law;
- S.5. resolve all customer complaints promptly and fairly.

## COMPLIANCE PRACTICES

### *The JVC recommends:*

- p.1. each member organization maintain each of the JVC compliance publications at each of its business locations, readily accessible to all management and sales personnel;
- p.2. management personnel make reasonable efforts to educate staff using the JVC compliance publications and that each employee has committed to compliance with the law;
- p.3. each member organization conducts periodic training sessions on compliance requirements pertinent to its business functions and products with emphasis on current or common problems and with regular emphasis on accurate and fair representation and disclosures;
- p.4. each member organization makes reasonable efforts to remain current on changes in the law that pertain to their business, and make reasonable efforts to ensure that the most current information is communicated to all appropriate staff;
- p.5. each member organization's commitment to compliance be fully communicated to business partners, with a particular emphasis on requiring a similar declared commitment to compliance.

## **AGREEMENT CONCERNING USE OF THE JVC LOGO**

We grant you the limited right to use the JVC logo as shown on previous page to indicate your membership in the JVC.

You may use the logo so long as you are in full compliance with the JVC Membership Standards and Compliance Practices ("Standards and Practices") which you sign annually to maintain your JVC membership.

The logo may only be used in advertising or on your letterhead. It may be used only in a non-prominent manner compared to other matter in the advertising or letterhead, and set apart from any other trademarks, service marks or other logos used on advertising or letterhead.

Your use of the logo must be in a manner so as not to confuse the purchasing public into thinking we sponsor your organization or that we endorse or sell your products. All such use will be sent to us for approval before being published. We will also review your use once a year to confirm that it is in conformity with this agreement.

We reserve the right to end your membership at any time. Thus, you agree to immediately cease all use of the logo if we instruct you to do so because of objectionable use or non-compliance by you with the Standards and Practices.

The logo may only be used exactly as set forth herein.

You agree to indemnify and hold JVC harmless from all claims, suits, damages, demands, monies, attorney's fees and similar subject matter including but not limited to product liability matters.

You shall have no right or license in the logo except as explicitly stated herein.

JVC maintains the right to sue infringers of our brand and logo and members (including current, expired, and canceled members) agree to assume all costs if sued for infringement of the JVC logo.

We make no warranties or representations with respect to the logo or your use thereof.

This agreement is to be construed in the state of New York in accordance with New York state law and represents the complete understanding of the parties concerning the subject matter hereof.