

Moodle Trademark Guidelines

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These guidelines are based on the Model Trademark Guidelines, available at <http://www.modeltrademarkguidelines.org>, used under a Creative Commons Attribution 3.0 Unported License: https://creativecommons.org/licenses/by/3.0/deed.en_US

This document has been edited using en-AU without altering the en-US spelling of 'Trademark' in the Model Trademark Guidelines. However, alteration of the en-US spelling of 'license' - derived from the GNU Public License (GPL) - to 'licence' has been made where appropriate.

Introduction

These Trademark Guidelines have been designed to help you understand how to comply with Moodle's Trademark requirements as published on Moodle's website at <https://moodle.com/trademarks/>. They are also intended to govern all relevant interactions with MoodleHQ, including the use of downloaded instances of Moodle LMS.

Complying with Moodle's Trademark Guidelines will protect the very business model that allows us to continue developing the Moodle™ software platform for you and our global community (the "Moodle Project").

The proper use of trademarks reliably assures consumers about the quality of the associated products or services. Because the Moodle LMS is made available under the open source 'GNU General Public License' that permits you to modify the copyrighted software, the distribution of such modified software in combination with Moodle trademarks can potentially mislead others in the community. To be clear, the GNU General Public License does not include an implied right or licence to use Moodle's trademarks. So we have provided this guide to more fully describe when you may or may not use Moodle's trademarks.

These Trademark Guidelines will also assist our Moodle Certified Partners and the community to understand some of the principles that inform Moodle's stance whenever potential infringement has been detected by us or our community.

These Guidelines do not attempt to limit the lawful use of our trademarks. Rather, they seek to define the parameters of lawful use. We seek to provide enough clarity for you to understand whether we will consider your use permissible or an infringement of our rights.



The sections that follow describe what trademarks are covered by these Guidelines, as well as uses of the trademarks that are allowed without additional permission from us. If you want to use our trademarks in ways that are not described in these Guidelines, please contact us at trademarks@moodle.com. Any use that does not comply with these Guidelines or for which we have not separately provided written permission is not a use that we have approved.

This document provides **guidance only** and should not be used as a substitute for seeking legal advice. Without waiving any of its rights, Moodle does not advise others on the scope of its intellectual property rights. Please **consult your legal counsel for any advice**.

Brand Guidelines

These Trademark Guidelines are designed to be used in association with our [Brand Guidelines](#), a separate document provided by Moodle in ensuring that where approved the Moodle brand is presented and expressed correctly and consistently across applications.

Our commitment to open source principles

We want to encourage and facilitate the use of our trademarks by our community, but do so in a way that still ensures that the trademarks are meaningful as a source and quality indicator for Moodle software and associated goods and services. In this way, the trademarks will continue to signify the high reputation of the software and the services and the community associated with them. These Trademark Guidelines therefore seek to strike the proper balance between:

1. Moodle's need to ensure that our trademarks remain reliable indicators of the qualities that they are meant to signify and preserve;
2. the open source nature of the Moodle Project; and
3. our community members' desire to be full participants in the Moodle Project.



Trademarks subject to the guidelines

Moodle's trademarks

Word Marks. These Guidelines cover the range of trademarks and service marks that contain the word MOODLE (the "Word Marks") such as:

Moodle Certified Integration, Moodle Academy, MoodleCloud, MoodleNet, MoodleMoot, Moodle Workplace, Moodle Apps (BMAs), Moodle Educator Certificate, Moodle Educator Certification (MEC) Program, Moodle Education & Moodle LMS

Moodle claims ownership to these Word Marks regardless of registration in the various global jurisdictions in which the Word Marks are used.

Logos. These Trademark Guidelines also cover the range of logos as outlined in our Brand Guidelines (the "Logos") some of which are:



Moodle claims ownership of these Logos regardless of registration in the various global jurisdictions in which the Logos are used.

Trade Dress. Finally, these Guidelines cover the unique visual styling of Moodle's websites, product offerings and various get-up that leads consumers to the impression that what they are viewing or using has a direct link or an association with MoodleHQ (the "Trade Dress").

These Guidelines encompass all trademarks and service marks, whether Word Marks, Logos or Trade Dress, which are collectively referred to as the "Marks." Some Marks may not be registered, but registration does not constitute ownership of trademarks. These



Guidelines cover our Marks regardless of whether they are registered or not.

Certified Partner Trademarks

The use of the following Marks and the ability to offer “Moodle Services” or similar for commercial gain as a Moodle Certified Partner are rights that are reserved exclusively for Moodle Certified Partners. The unauthorised use of such Marks and any attempts to create the impression of an association or partnership with Moodle, or undermine the Moodle Certified Partner Program are expressly prohibited. Only Moodle Certified Partners have a licence to use the following Marks:



Please contact us at trademarks@moodle.com if you have questions about the Moodle Certified Partner Program.

Universal considerations for all uses

Whenever you use one of the Marks, you must always do so in a way that does not mislead anyone, either directly or by omission, about exactly what they are getting and from whom.

The law reflects this requirement in two major ways: it prohibits creating a likelihood of confusion, while allowing for nominative fair use - for example, to describe the Moodle™



software or to compare it with other software.

You cannot state that you are distributing the Moodle™ software if you are distributing a modified version of it, because people would be confused when they are not getting the same features and functionality they would get if they downloaded the software directly from <https://download.moodle.org/>.

You also cannot use our Logos or our Trade Dress on your website in a way that suggests that your website is an official Moodle website or that we endorse you or your website.

You can, however, say you like the Moodle™ software, that you participate in the Moodle community, that you are providing an unmodified version of the Moodle software, or that you wrote a book describing how to use the Moodle software.

This fundamental requirement of ensuring that it is always clear to people what they are getting and from whom, is reflected throughout these Trademark Guidelines. It should also serve as your guide if you are not sure about how you should be using the Marks.

Also, to be clear: you do not have our permission to use the Marks in association with the use or distribution of the Moodle LMS software if you are not in compliance with the GPL copyright license for the software.

You may not use or register, in whole or in part, the Marks as part of your own trademark, service mark, domain name, company name, trade name, product name or service name.

Trademark law does not allow your use of names or trademarks that are too similar to ours. You therefore may not use an obvious variation of any of our Marks or any phonetic equivalent, foreign language equivalent, takeoff, or abbreviation for a similar or compatible product or service that leads to confusion in the minds of consumers that an association exists where there isn't one. For clarity, Moodle considers that use of any Mark that, if registered would be in the same or similar trademark classes, contains the majority of the letters MOODLE or a minor derivation thereof to be too similar and hence a violation of our intellectual property rights. Any third party seeking to acquire any such rights in the Marks, and goodwill generated therefrom, enure solely to the benefit of Moodle and Moodle reserves its rights to pursue all available legal remedies including but not limited to, an account of profits.



Use of Moodle Marks with Moodle LMS distribution

Uses we consider non-infringing

Distribution of unmodified source code or unmodified executable code we have compiled

The Moodle LMS consists of hundreds of software modules and lines of code, some developed by Moodle HQ developers and many developed by other members of the open source community. Those authors hold the copyrights in the modules or code they developed. At the same time, the combined body of work that constitutes the Moodle LMS™ free software version is a collective work which has been organised by Moodle, and Moodle holds the copyright in that collective work. Moodle then permits others to copy, modify and redistribute that collective work under the GPL.

When you redistribute an unmodified copy of the Moodle LMS software, you are not changing the quality or nature of it. Therefore, you may retain the Word Marks and Logo(s) placed on the software as part of your redistribution, whether that redistribution is made by optical media, memory stick or download of unmodified source and executable code. This kind of use only applies if you are redistributing an **official distribution** of the Moodle LMS that has not been changed in any way.

Distribution of executable code that you have compiled, or modified code

You may use the Word Marks, but not the Logos, to truthfully describe the origin of the software that you are providing, that is, that the code you are distributing is a modification of our software. You may say, for example, that "this software is derived from the source code for the Moodle™ LMS software."

Statements about compatibility, interoperability or derivation

You may use the Word Marks, but not the Logos, to truthfully describe the relationship between your software and ours. Our Mark should be used after a verb or preposition that describes the relationship between your software and ours. So you may say, for example, "the ABC Analytics plugin software for the Moodle™ platform" but you may not say "the Moodle ABC Analytics software."



Use of trademarks to show community affiliation

You may use the Word Marks and the Logos in themes, personas, or skins for applications to show your support for the Moodle Project, provided that the use is non-commercial and the use is clearly decorative, as contrasted with a use that appears to be the branding for a website or application that is associated with Moodle's business.

Distribution of modified software

You may use the Word Marks and the Logos for the distribution of code (source or executable) on the condition that any executable is built from the official Moodle Project source code and that any modifications are limited to switching on or off features already included in the software, translations into other languages, and incorporating bug-fix patches.

Distribution of software preloaded on hardware

You may use the Word Marks and the Logos in association with hardware devices on the condition that the executable installed on the device is either the official executable source code available at <https://download.moodle.org/> or modified only so far as necessary to operate on the hardware platforms and the essential functions of the software are unchanged. You must not suggest that Moodle is the source of the hardware device itself but rather than the Marks are for the software incorporated into the device.

Uses we consider infringing

We consider that using the Marks in a software distribution that combines our software with any other software program to be an infringement of our Marks. We would consider your software "combined" with ours if you create a single executable for both software programs, as well as if by installing our software it automatically installs yours. We would not consider your software "combined" with ours if it is on the same media but requires separate, independent action to install it. If in doubt, reach out to us.

Use for non-software goods and services

Uses we consider non-infringing

Websites

You may use the Word Marks and Logos, but not the Trade Dress, on your webpage to show your support for the Moodle Project as long as:



- the website has branding in such a way to ensure that it is easily distinguished from Moodle's Trade Dress and would not be considered confusingly similar by any consumer;
- your own branding or naming is more prominent than any Moodle Marks;
- **any use of Moodle's Logos hyperlink to the Moodle website and is accompanied by the attribution statement:** *"The word Moodle and associated [Moodle logos](#) are trademarks or registered trademarks of [Moodle Pty Ltd](#) or its related affiliates";*
- The site does not mislead customers into thinking that either your website, service, or product is somehow affiliated with Moodle if you are not, or that Moodle has in some way endorsed or approved your website, service, or product. (We do have facility for endorsements and you may contact us in that regard.)

Publications and presentations

You can use the Word Marks in book and article titles, and the Logo in illustrations within the document, as long as the use does not suggest that we have published, endorsed, or agreed with your work.

Events

You can only use Moodle Marks as outlined in the Brand Guidelines to promote Moodle's software and the Moodle Project at your events where compliant with any guidance provided at: <https://moodle.com/events/>.

Other Permitted Uses

User groups

You can use the Word Marks as part of your community user group name provided that:

- The main focus of the group is Moodle's software;
- Any software or services the group provides are without cost;
- The group does not seek to make a profit;
- Any charge to attend meetings is to cover the associated costs thereof.

Note that the section about "Universal considerations for all uses" above, still applies, specifically, that you may not use or register the Marks as part of your own trademark, service mark, domain name, company name, trade name, product name or service name.

Promotional goods

"Promotional goods" are non-software goods that use the Marks and that are intended to



advertise the Moodle Project, promote the Moodle Project, or show membership in our community.

You may make promotional goods for free giveaway at open source conferences and events using only the designs permitted by our [Brand Guidelines](#).

Uses we consider infringing

We will invariably consider any unauthorised use of the Marks as part of a domain name or subdomain an infringement of our Marks. Furthermore, we will invariably consider any unauthorised use of the Marks on promotional goods for sale an infringement of our Marks.

General information

Trademark legends and attribution statements

The first or most prominent mention of a Mark on a webpage, document, packaging, or documentation should be accompanied by the symbol "TM" that indicates that there is a claim to ownership of such term as a trademark. While Moodle might rightfully demand the use of "®" indicating that the mark is a registered trademark ("®") Moodle prefers the use of the "TM" symbol ("™") to capture global market use.

Also, if you are using our Marks in a way permitted by Moodle or as outlined in these Guidelines please include the following attribution statement in close proximity to the Mark: *"The word Moodle and associated Moodle logos are trademarks or registered trademarks of Moodle Pty Ltd or its related affiliates."*

We reserve the right to request links to www.moodle.org or www.moodle.com.

What to do if you see violation of our Guidelines

If you are aware of any confusing use or misuse of the Moodle Marks in any way, we would appreciate you bringing this to our attention. Please contact us at trademarks@moodle.com so that we can investigate it further. Such support will assist us in protecting the very business model that allows us to continue developing the Moodle™ software platform for you and our global community.

