



INTELLECTUAL PROPERTY USE POLICY

Date Issued: 7/23/2024 // **Revised Date:** N/A

Policy Owner: USA Baseball Chief Operating Officer (David Perkins; davidperkins@usabaseball.com)

1. PURPOSE

This Policy sets forth the manner and circumstances by which third parties may make use of USA Baseball's intellectual property. USA Baseball's intellectual property is an important asset and we must take steps to avoid and prevent confusion, false affiliations, or harm to USA Baseball, its reputation, and the reputations of those affiliated with it. It is not intended that this Policy will cover every possible circumstance in which USA Baseball's intellectual property might be used. **Uses that fall outside this Policy are considered unauthorized, unless USA Baseball has otherwise elsewhere expressly agreed with you in writing to such usage.** If you are uncertain whether a certain usage falls within or outside this Policy, or if there are other uses of USA Baseball's intellectual property which you would like to make, such uses require our express and prior, written permission. **USA Baseball encourages you to contact us in advance with questions related to this Policy, including the definitions of commercial and non-commercial use. For inquiries, please email licensing@usabaseball.com.**

2. USA BASEBALL TRADEMARKS

Our trademarks include the USA Baseball name and the USA Baseball Logos, among others (the "Trademarks"). Any use of these Trademarks by you must conform not only with the limitations expressly stated herein, but also with the latest version of the [USA Baseball Protected Marks Guide](#) (found at usabaseball.com/about/licensing).

- You **may** use USA Baseball Logos in non-commercial contexts and in text to *accurately and truthfully* refer to your time playing for, or referencing your other association with USA Baseball (such as "pitcher on the 2023 USA Baseball Collegiate National Team"), **provided** such use otherwise complies with this Policy, and specifically provided such use does not include any actual or implied endorsement, as further explained in this Policy.
- You **may** use USA Baseball Logos in non-commercial text to *accurately and truthfully* refer to USA Baseball, provided such use does not include any actual or implied endorsement or sponsorship related to the use.
- You **may not** use USA Baseball Logos appearing standalone (e.g., divorced from use on a uniform or in a photograph) without express, prior, written permission from us.

- You **may not** use USA Baseball Logos in any way that may suggest or convey the impression that USA Baseball is the source, sponsor, licensor or endorser of any goods or services offered by you, or by any third party, or that USA Baseball endorses, sponsors, or approves of such goods or services.
- You **may not** authorize, license, or otherwise grant rights or permissions to any third parties to use any USA Baseball Trademarks in any manner.
- You **must** agree to modify any use you make of the USA Baseball Trademarks (including ceasing such use) as requested by USA Baseball in its sole discretion.

3. OTHER USA BASEBALL CONTENT

Except as may be otherwise permitted in a separate written license, You **may not** copy, distribute or modify any USA Baseball copyrighted material, including but not limited to the USA Baseball Trademarks and Logos, and any photos, images, digital materials, videos, video clips and/or other similar materials (“Content”) created by or owned by USA Baseball, without the express written permission of USA Baseball.

The following provisions apply to photographs, videos or other materials you create:

- You **may** use Content that you have created or that you otherwise own (or to which you have rights) of yourself in a USA Baseball uniform or other clothing bearing the USA Baseball logo and mark for non-commercial uses, including postings on websites and social media, **provided** the Content is accurate and in context, is **not** used in connection with, or for the promotion or advertising of any products or services of any kind, or any other activity for which anyone charges money, collects fees, or receives any form of consideration, benefit or remuneration of any kind, and is in good taste and not used in political content, hate speech, or otherwise objectionable communications.
- Notwithstanding the foregoing, you **may** use such Content to promote any USA Baseball event in which you are participating or in which you have participated in the past (such as promoting a current USA Baseball national team event when you participated in a past USA Baseball national team event), *provided that such promotions are focused on the USA Baseball event* and the Content is **not** primarily used to promote any third party associated with the event.

The following provisions apply to Content owned by USA Baseball but which you have been provided by USA Baseball in connection with or following your involvement with USA Baseball and its teams and events. These provisions apply to current and former players, coaches, trainers and others who have been a part of USA Baseball or its teams, or who have participated in some way in its events. This Content is intellectual property owned and/or licensed by USA Baseball, and provided to you for your personal use under a separate license. You must comply with the terms of that license when using the Content. Without limiting or altering the terms of that license, your use of the Content must comply with the limitations set forth below:

- The Content **may** be used in a *non-commercial* manner and accurate and truthful context for personal use only, and made such as display on your personal websites, social media accounts, and making prints or video copies for personal use or for sharing with friends and relatives.
- Unless otherwise authorized in a separate, written agreement with USA Baseball, the Content **may not** be used in any advertising or promotional materials, nor may it be used in connection with or for the promotion or advertising of any products or services of any kind, or any activity for which anyone charges money, collects fees, or receives any form of consideration, benefit or remuneration of any kind. The only exception to this limitation is that you may use such images to promote any USA Baseball event in which you are participating or any USA Baseball event in which you have participated in the past.
- The Content **may not** be altered, scrubbed, edited or changed in any way without our express prior written consent.
- The Content **may not** be used for political speech, hate speech, scandalous, offensive or otherwise objectionable communications; and
- The Content **may not** be sold, licensed, sub-licensed, leased, lent, provided to or transferred to any third party, except as expressly provided for in the Policy, nor may you authorize any third party to post or use the Content in any way, except as may be otherwise permitted in a separate written agreement with USA Baseball.

4. COMMERCIAL USE OF USA BASEBALL INTELLECTUAL PROPERTY, INCLUDING USE IN CONNECTION WITH NAME, IMAGE, AND LIKENESS (NIL) RIGHTS

Commercial use of USA Baseball Trademarks or Content, or any Content you create featuring USA Baseball Trademarks or Content, is prohibited without the express, prior written permission from USA Baseball.

However, USA Baseball recognizes that some current and former players, coaches, trainers and others who have been a part of USA Baseball or its teams (collectively, “Team Members”) may wish to enter into opportunities involving their Name, Image and Likeness (NIL) Rights, and have an interest in publicizing their association with USA Baseball in doing so.

- Team Members who wish to use the USA Baseball Trademarks or any USA Baseball Content (including any Content provided to the Team Member) in connection with exercising their NIL Rights must clear the prospective use with USA Baseball.
- Companies or other third parties who wish to use the USA Baseball Trademarks or any USA Baseball Content (including any Content provided to a Team Member) in connection with any opportunity involving a Team Member’s NIL Rights must separately clear the prospective use with USA Baseball in a written agreement.

- Team Members and companies working with Team Members may not misrepresent the Team Member's connection with or role with USA Baseball in connection with any use of the USA Baseball Trademarks or USA Baseball Content.
- Under no circumstances may any USA Baseball Trademarks or USA Baseball Content be used in connection with any products, services or advertisements related to or featuring alcohol, tobacco, gambling, illegal substances, or banned athletic substances.
- Any use of the USA Baseball Trademarks and/or USA Baseball Content in connection with a Team Member's NIL Rights, as well as all promotions, marketing materials, advertisements and other use, must be detailed in a separate written agreement, comply with this Policy and all applicable laws.

5. RIGHT TO MODIFY OR REVOKE

USA Baseball reserves the right to modify or revoke this Policy at any time.

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