

Zentangle Intellectual Property Guidelines for CZTs

Legalities and Ethics

Summary

Trademarks, patents and copyrights are forms of intellectual property.

It is a trademark owner's responsibility to protect his or her trademarks.

Protecting our trademarks and the integrity of the Zentangle brand is important to us as a company and to you as CZTs.

In these guidelines we describe:

- Zentangle's intellectual property
- How a CZT may (and may not) use this property
- The legal relationship of a CZT with Zentangle, Inc.

And, we give examples of:

- What you may (and may not) do with our trademarks
- How you can avoid legal problems
- How we protect our trademarks
- Zentangle community's ethical standards

As owners of Zentangle, Inc., we make legal choices according to relevant legal systems as advised by our attorneys. In these guidelines we explain legal best practices regarding Zentangle intellectual property, particularly our trademarks.

As founders of the Zentangle Method, we make ethical choices according to what we perceive to be fair and right within our Zentangle community. In these guidelines we explain some of our views on this topic.

NOTE:

- This summary is not legal advice. For legal advice, hire an attorney who specializes in your area of concern and who is licensed to practice in your jurisdiction.
 - We may update this summary from time to time. The most current version will be available in the CZT section of our website.
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Zentangle Trademarks, Copyrights and Patents Pending

Zentangle Copyrights

Our original material in our websites, books, photographs, artwork, videos and recordings are automatically covered by copyright protection.

How can a CZT use Zentangle Copyrighted Material?

Under law (as we understand it) anyone has certain fair use rights to others' copyright material. However, these practices may be treated differently in different jurisdictions.

As a CZT, you have additional rights that others do not. For instance, regarding Zentangle teaching materials designed only for CZT use, we legally grant CZTs permission to print for their own use such Zentangle copyrighted materials to teach Zentangle classes. Ethically, we ask that you keep these CZT-only materials to yourself, not sell them and not share them outside the Zentangle CZT community.

If you as a CZT are reselling Zentangle Products, we give you legal permission to use our copyrighted photographs. However, ethically, this does not mean that we support someone duplicating our web site store.

Zentangle Patents Pending

We have two patent applications pending with the United States Patent and Trademark Office. These patents are designed to protect the Zentangle Teaching Method.

How do these patent applications affect CZTs?

We grant CZTs the legal permission to teach the Zentangle Method as we teach it. Ethically, we ask that you always teach the Zentangle Method under the Zentangle name.

Zentangle Trademarks

A list of Zentangle Trademarks, Registered Trademarks and Registered Certification Marks in the classes of art materials, art instruction and additional classes, include:

- "Zentangle"
- Zentangle logo
- "Anything is possible, one stroke at a time."
- "Zentomology"
- "Zentangle Apprentice"
- "Zentangle Renaissance"
- "Zentangle Mosaic"
- "Zendala"
- "CZT"
- "Certified Zentangle Teacher"

- “Bijou”
- Bijou image (logo)

According to law, these trademark registrations are a type of property – intellectual property – held by Zentangle, Inc. according to the laws of the various jurisdictions in which we registered them. It is our obligation, under law, to defend the integrity of our registrations.

Part of that defense includes the proper grammatical use of our trademarks. Another part of that defense includes limiting how others use our trademarks.

How can a CZT use Zentangle Trademarks?

Generally, and without listing every possible situation, a CZT may ethically and legally use our trademarks (in accordance with good trademark usage etiquette which we describe later) to:

- Identify themselves as a CZT
- Identify, advertise and promote their Zentangle classes
- Describe the Zentangle Method
- Describe your experience with the Zentangle Method
- Teach the Zentangle Method

What can't a CZT do with Zentangle Trademarks?

The primary legal (and ethical) principles are:

- Zentangle trademarks are legally registered property of Zentangle, Inc.
- Although we grant you a limited right to use this property for specific purposes,
- You do not have a right to give or sell this property to others.

Imagine that Maria and I will be away from our home for a week and we invite a friend to stay at our home while we're gone. Such an invitation does not give our friend a legal or ethical right to damage, mortgage, sublet or sell our home.

The same principles apply to when we let someone use our trademarks.

In other words . . .

You do not have a legal (or ethical) right to sell or give away what you do not own. Therefore . . .

- **You do not have the authority to sign a contract that grants use of Zentangle intellectual property to someone else.** This includes:
 - **Book contracts** with publishers,
 - **Teaching contracts** with online educational platforms,
- You may not use Zentangle trademarks on anything that can be perceived as a product, whether or not it is sold or given away, (other than the permissions listed above in “How can a CZT use Zentangle Trademarks?”), without a signed licensing agreement between you and Zentangle, Inc. For instance:

- **You may not put the Zentangle logo and or name on a box with supplies that you give away at class.**
 - Explanation:
Our attorneys advise that if we do not require a licensing agreement for every use of our trademarks (however well-meaning and well-done) on something that can be perceived as a product (other than what we specifically allow), we can have a very difficult time stopping someone with malicious intent from infringing on our trademarks when *they* make products that use our trademarks without our permission.
 - Further:
This practice creates a potential for brand confusion within the public so that a person can't be sure of the origin of a product labeled with "Zentangle." For this reason, we encourage CZTs to develop their own unique brand identity which emphasizes their own special skills, areas of expertise and personalities as individual CZTs.

Writing About the Zentangle® Method, Zentangle Art, or Zentangle, Inc.

If you are writing about the Zentangle Method, artform or company, for instance, in an article or class description:

- Always place an ® after your first use of any Zentangle trademarks, such as after "Zentangle" in the heading above. This gives the reader legal notice that, in this case, "Zentangle" is a registered trademark and not a generic term.
- Only use "Zentangle" as an adjective. This is also a legal issue. The more a trademark is used as a noun or a verb, the weaker its trademark status becomes. As CZTs, it is important that you only use Zentangle as an adjective. Instead of using Zentangle as a verb, we use "tangle" as an untrademarked term meaning to draw according to the Zentangle Method. For example:
 - "A Zentangle tile" (not, "a Zentangle")
 - "Tangle your journal cover" (not, "Zentangle your journal cover")
 - "Learn the Zentangle Method" (not, "Learn how to Zentangle")

We ask (ethically, not legally) that you let people know about our website and the origins of the Zentangle Method. Here's our current example of such text:

The Zentangle® Method is an easy-to-learn, relaxing, and fun way to create beautiful images by drawing structured patterns. It was created by Rick Roberts and Maria Thomas. "Zentangle" is a registered trademark of Zentangle, Inc. Learn more at zentangle.com.

Remember to only use "Zentangle" as an adjective while speaking and teaching. Ethically, it is not an issue, but legally it's an important practice to help maintain the integrity of the Zentangle trademark.

Creating Products With Zentangle Art

We support and encourage people to use the Zentangle Method to create their own Zentangle Inspired Art. These examples below give you an idea of what you can and can't do with our trademarks in relationship with products and artwork you, or your students, may create with the Zentangle Method.

1. You may use our tangles (deconstructed patterns) in your creations.
(Example: You can tangle your T-shirt.)
2. You may create copies of your own Zentangle-inspired art, whether it's for personal use or for resale.
(Example: You can make copies of your tangled T-shirt and sell them.)
3. You may claim copyright protection in your own work that you create using our tangles and our method.
(Example: You may copyright your T-shirt design that employs a tangle the copyright to which is owned by Zentangle.)
4. If you want to let others know what inspired you, you can use the phrase, **"Inspired by the Zentangle® method of pattern drawing."**
(Comment: This is an informal "netiquette" courtesy to let others know about the Zentangle Method, artform and company and to give a "hat-tip" to your source. This does not mean that it's OK to create Zentangle branded products as long as you use that phrase; i.e. you may not call it a "Zentangle T-shirt" or put "Zentangle" or our logo on the T-shirt you are selling. More on that below under "Products")
5. Please use the "®" after "Zentangle" in your first use of the word.
(Comment: This is a standard "good practice" and is a good habit to use when referring to any registered brand name.)
6. If possible, please reference and link to our website. While not required, it's a courtesy and one that we always endeavor to follow whenever we write about something that has inspired us.
(Comment: Again, this is not necessary, but we always appreciate the hat-tip.)
7. If appropriate, please include the bold paragraph suggested above under "Writing About the Zentangle Method, Artform or company."
(Comment: Like the website link, it's not necessary, but it is a courtesy.)
8. Please do not use our name or logo in a manner that is likely to confuse consumers as to the origin of the goods. You should be sure to make it clear that your items are not created or licensed by Zentangle, Inc., but that they are your own designs which were inspired by the Zentangle Method.
(Comment: The easiest way to accomplish this is to not use our name or logo on what you create or, as part of the name or main description of what you create. In other words, an average person should not have a reason to think your creation is

actually a Zentangle branded product.)

9. If you have any questions, please ask. We are happy to consider requests on a case-by-case basis.

So in summary please . . .

1. Do not use "Zentangle" as part of a product name without our written permission
2. Do not use "Zentangle" in your description or labeling so that an average person would think your product is created or licensed by Zentangle without our written permission.
3. Do not use our trademarks on your product or, as part of your product, without our written permission whether you sell or give away the product.
4. If you have a question, ask us.

Trademark FAQ

Q: May I write a book about Zentangle?

A: Writing a book about Zentangle and signing a contract with a publisher are two different actions. You may not legally assign rights to Zentangle trademarks in a contract with a publisher. But, you may write about the Zentangle Method and your Zentangle experiences and sell that on your own . . . i.e., self-publish.

Q: May I use Zentangle trademarks to post free youtube instructions?

A: Yes, as long as it is clear to a regular person that this is your creation as a CZT and not a production of Zentangle, Inc.

Q: May I use Zentangle trademarks to sell instructional videos online?

A: No. Our attorneys advise us that the risk of trademark misuse is too great a legal risk.

Q: May I use Zentangle trademarks on Zentangle instructional DVDs?

A: No. Not without a signed licensing agreement. This applies whether you sell or give away the DVDs.

Q: What about drawing images of Bijou®?

A: That is narrowly allowed under an exception called "fan art" – as long as you do not use those images for commercial purposes or to mislead others that you represent Zentangle, Inc.

Q: Are there any exceptions?

A: Possibly. If you have a product or publishing opportunity that you still wish to develop, please contact us. For products, we can create a licensing contract for you with Zentangle, Inc. For books, we require publisher contract changes, additions and conditions to protect you, our brand and our trademarks.

Q: What about using “Zentangle” in web addresses (URLs)?

A: Please do not use “zentangle” as part of a top level domain name. Our attorney advises us not to authorize others to do that because approval can be construed as responsibility. In other words, if your site has “zentangle” before the “.com” or “.info”, etc. we cannot link to it from zentangle.com.

A CZT’s legal relationship with Zentangle, Inc.

When you become a Certified Zentangle Teacher, it means you may represent yourself as having completed our training program and are certified to teach the Zentangle Method.

However certification does not create a contractual or employment relationship with Zentangle, Inc. You are not an associate or employee of Zentangle, Inc.

You cannot enter into contracts in Zentangle Inc.’s name or in any other way encumber Zentangle, Inc. For instance, you may not enter contracts (such as book contracts or online teaching contracts) that make warrants about, or grant rights to, Zentangle, Inc.’s intellectual property.

You may purchase Zentangle products at wholesale to sell at retail. However, you understand that if you sell Zentangle Proprietary Products at a discount, we may choose to no longer sell to you at the wholesale price.

As a CZT, your actions can affect the reputation and good will of Zentangle, Inc. and the Zentangle brand. If you insist on doing something that, in our opinion, harms Zentangle, Inc., the Zentangle brand or other CZTs, we reserve the right to stop wholesaling to you and to remove you from our CZT page.

CZT certification includes no performance or income guarantees.

There are no protected CZT territories.

Attached to this handout are two copies summarizing this understanding. Please sign one and return it to us and keep the other for your records.

Zentangle Understanding

I understand and agree that as a Certified Zentangle Teacher:

My Zentangle teacher certification does not create a contractual or employment relationship with Zentangle, Inc. nor does it imply any performance, income or territorial guarantees.

I do not legally represent Zentangle, Inc. and I may not encumber it or enter into contracts on its behalf. As an illustration, I may not sign contracts that make warrants about, or grant rights to, any intellectual property or other properties of Zentangle, Inc., Rick Roberts, or Maria Thomas.

If I sell Zentangle proprietary products at a discount from list price, I may lose my ability to buy Zentangle products at wholesale.

I will not create products with the Zentangle name or logo and I won't sell anything that includes the Zentangle name or logo if Zentangle, Inc. didn't produce it or approve it in writing.

I will only teach the Zentangle Method under the Zentangle name.

If I do something that in Rick Roberts' or Maria Thomas' opinion harms Zentangle, Inc., I understand that I may be de-listed as a Certified Zentangle Teacher.

Signature

Printed Name

Date

Zentangle Understanding

I understand and agree that as a Certified Zentangle Teacher:

My Zentangle teacher certification does not create a contractual or employment relationship with Zentangle, Inc. nor does it imply any performance, income or territorial guarantees.

I do not legally represent Zentangle, Inc. and I may not encumber it or enter into contracts on its behalf. As an illustration, I may not sign contracts that make warrants about, or grant rights to, any intellectual property or other properties of Zentangle, Inc., Rick Roberts, or Maria Thomas.

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