

# Mozilla Trademark Policy

~~Version 1.0.1~~

~~Updated: June 1, 2009~~

## List of Mozilla Trademarks

~~You can see a complete list of the Mozilla trademarks (the "Mozilla Marks"). As other trademarks are created or registered, this list will be updated.~~

## Introduction

This document outlines the policy of the Mozilla Foundation ("Mozilla," for short) regarding the use of ~~its trademarks~~ the Mozilla Marks. Any use of any Mozilla trademark must be in accordance with this policy. As used in this ~~memo~~ policy, "trademarks" means not just Mozilla's logos, but also the names of its various products, projects, as well as the names Mozilla and Mozilla.org. (also called word marks).

~~The Mozilla trademarks include, among others, the names, mozilla.org@, Firefox@, Thunderbird™, Bugzilla™, Camino@, Sunbird@, Seamonkey@, Foxkeh™ and XUL™, as well as the Firefox logo, Thunderbird logo, SeaMonkey logo, Camino logo, Foxkeh logo and the Mozilla red lizard logo. As Mozilla registers others, it will update this policy.~~

Mozilla's trademark policy attempts to balance two competing interests: Mozilla's need to ensure that ~~its trademarks~~ the Mozilla Marks remain reliable indicators of quality, source, and security; and Mozilla's desire to permit community members, software distributors, and others ~~that~~ with whom Mozilla works ~~with~~ to discuss Mozilla's products and to accurately describe their affiliation with Mozillas. Striking a proper balance is a tricky situation that many organizations ~~—~~ in particular those whose products are distributed electronically ~~—~~ wrestle with every day and we've attempted to balance it here.

Underlying ~~Mozilla's~~ our trademark policy is the general law of trademarks. Trademarks exist to help consumers identify, and organizations publicize, the source of products. Some organizations make better products than others; over time, consumers begin to associate those organizations (and their trademarks) with quality. When such organizations permit others to place their trademarks on goods of lesser quality, they find that consumer trust evaporates quickly. That's the precise situation that Mozilla seeks to avoid ~~—~~. People's trust in our name and products is crucial to us — especially ~~since~~, when it comes to intangible products like software, trust is all consumers have to decide on which product to choose. Also, we are the caretakers of the trust our community members have placed in us.

On an all too frequent basis, we receive reports from websites selling the Mozilla Firefox browser, using the Mozilla Marks to promote other products and services, or using modified versions of the Mozilla Marks. The problem with these activities is that they may be deceptive, harm users, cause consumer confusion, and jeopardize the identity and meaning of the Mozilla Marks. Such cases range from good intentions but improper use of the trademarks (e.g., overenthusiastic fans), to people intentionally trading on the brand for their own benefit and/or to distribute modified versions of the product, to a clear intent to deceive, manipulate and steal from users in a highly organized and syndicated fashion. When we receive reports of such activities, or identify problematic activities, we analyze the reports and treat each case differently based on the intent and severity of the matter.

In creating our trademark policy, we seek to clarify which uses of the Mozilla Marks we consider legitimate and which uses we do not. Although Mozilla's trademark policy is composed of a number of specific rules, some contained in companion documents, most reflect the overarching requirement that your use of Mozilla's trademarks be non-confusing and non-disparaging. By non-confusing, ~~Mozilla means~~we mean that people should always know ~~whom~~whom they are dealing with, and where the software they are downloading ~~comes~~comes from. Websites and software that are not produced by ~~the~~ Mozilla ~~Foundation shouldn't~~should not imply, either directly or by omission, that they are. By non-disparaging, we mean that, outside the bounds of fair use, you can't use ~~our~~the Mozilla Marks as vehicles for defaming us or sullyng our reputation. These basic requirements can serve as a guide as you work your way through the policy.

~~Mozilla's~~Our trademark policy begins by outlining some overall guidelines for the use of Mozilla's ~~trademarks—including the names Mozilla, Mozilla.org, Firefox, Thunderbird, Mozilla Suite and XUL, and the red lizard, Firefox, Thunderbird, Mozilla Suite logos—~~Marks in printed materials. It then addresses a series of more specific topics, including the use of Mozilla's trademarks on distributions of Mozilla's binaries, linking to Mozilla's website(s), and the use of Mozilla ~~trademarks~~Marks in domain names. At various points, the policy links to other documents containing additional details about ~~Mozilla's~~our policies.

~~Mozilla~~We also ~~has~~have a trademark policy FAQ as a companion document to this policy, ~~posted at~~ <http://www.mozilla.org/foundation/trademarks/faq.html>.

## Overall Guidelines for Printed Materials and Web Sites

~~Mozilla encourages~~We encourage the use of ~~its~~the Mozilla Marks in marketing, ~~fundraising~~ and other publicity-related materials. ~~That~~This includes advertising stating that a person or organization is shipping ~~or selling~~ Mozilla products. Of course, any use of a Mozilla trademark is subject to the overarching requirement that its use be non-confusing. Thus, you can't say you're raising money for Mozilla when you're actually raising it for a ~~Localization Project~~localization project, say that you're ~~selling or~~ reviewing or distributing the Mozilla Firefox Internet browser when you're actually reviewing ~~a Community Edition~~or distributing a modified version of ~~the~~ Firefox

[browser](#), or use the Mozilla logos on the cover of your book or on your product packaging.

Although many uses of Mozilla's trademarks are governed by more specific rules, which appear below, the following basic guidelines apply to almost any use of Mozilla's trademarks in printed materials, including marketing, [fundraising articles](#) and other publicity-related materials, and websites:

- **Proper Form** - Mozilla's trademarks should be used in their exact form -- neither abbreviated nor combined with any other word or words (*e.g.*, "Thunderbird" rather than "T-Bird" or "Thunderbinary");
- **Accompanying Symbol** - The first or most prominent mention of a Mozilla trademark should be accompanied by a symbol indicating whether the mark is a registered trademark ("®") or an unregistered trademark ("<sup>TM</sup>"); ("<sup>TM</sup>"). [See our Trademark List for the correct symbol to use](#);
- **Notice** - The following notice should appear somewhere nearby (at least on the same [page or on the credits](#) page) the first use of a Mozilla trademark: "[TRADEMARK] is a ["registered", if applicable] trademark of the Mozilla Foundation";
- **Distinguishable** - In at least the first reference, the ~~Trademark~~trademark should be set apart from surrounding text, either by capitalizing it or by italicizing, bolding or underlining it. [In addition, your website may not copy the look and feel of the Mozilla website, again, we do not want the visitor to your website to be confused about which company he/she is dealing with.](#)
- **Comply with Visual Guidelines** - any use of the Mozilla Marks must comply with our Trademark and Logo Usage Policy and our Visual Identity Guidelines at:
  - [Visual Guidelines: http://www.mozilla.org/foundation/identity-guidelines/](http://www.mozilla.org/foundation/identity-guidelines/).
    - [Firefox Logos: http://www.mozilla.com/en-US/about/logo/](http://www.mozilla.com/en-US/about/logo/) or
    - [Mozilla Logos: http://www.mozilla.org/foundation/trademarks/policy.html](http://www.mozilla.org/foundation/trademarks/policy.html)

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## Software Distributions

### Unaltered Binaries

You may distribute unchanged official binaries (*i.e.*, [the installer file available for download for each platform \(code + config\) and not the program executable](#)) downloaded from ~~Mozilla.org~~[www.mozilla.com](http://www.mozilla.com) or [www.mozilla.org](http://www.mozilla.org) to anyone in any way, subject to governing law, without receiving any further permission from Mozilla: [as long as you distribute them without charge](#). However, you must not remove or change any part of the official binary, including [the Mozilla trademarks](#).~~Marks~~. On your website or in other materials, you may truthfully state that the software you are providing is an unmodified version of a Mozilla application, keeping in mind the overall guidelines for the use of Mozilla ~~trademarks~~Marks in printed materials, detailed above. We suggest that, if you choose to provide visitors to your website the opportunity to download Mozilla

~~binaries~~product, you do so by means of a link to our site, to help ensure faster, more reliable downloads. (See the section on Linking, below.)

If you choose to distribute Mozilla binaries yourself, ~~we request that~~ you should make ~~available~~ the latest stable version available (of course, you probably want to do so as well). If you compile Mozilla unmodified source code (including code and config files in the installer) and do not charge for it, you do not need permission from Mozilla to use the Mozilla trademark for your compiled version. So that users get the latest code and security releases, we encourage you to always distribute the most current official release.

The notification requirements of the MPL have been met for our binaries, so although it's a good idea to do so, you are not required to ship the source code along with the binaries.

If you are using the Mozilla trademark for the unaltered binaries you are distributing, you may not charge for that product without prior written permission from Mozilla. By not charging, we mean the Mozilla product must be without cost and its distribution (whether by download or other media) may not be subject to a fee, or tied to subscribing to or purchasing a service, or the collection of personal information. If you want to sell the product and do not have written permission from Mozilla, you may do so, but you must call that product by another name.

## **Official Localized Releases**

~~Localization Teams~~ Where Mozilla doesn't distribute localized versions (e.g., Mozilla Firefox) localization teams that have been recognized by Mozilla may identify and distribute Official Localized Releases of the ~~Firefox Internet browser and Thunderbird e-mail client~~ Mozilla products using Mozilla's trademarks. Because Localization Teams and Official Localized Releases represent the Mozilla project, they are expected to abide by strict guidelines. For more information, please see Mozilla's Trademark Policy for Localization Projects.

## **Community Editions**

~~Localization Teams and others that feel overly constrained by the guidelines regulating Official Localized Releases sometimes produce Community Editions of Mozilla products. Community Editions also are regulated by guidelines, though they are not as strict as those governing Official Localized Releases. Given that Community Editions are not as strictly regulated as Official Localized Editions, they cannot be distributed under the Mozilla name or trademarked Mozilla logos, and must be identified as Community Editions. For more information, please see Mozilla's Trademark Policy for Community Editions.~~

## **Serious Modifications**

~~Those~~ If you're taking full advantage of the open-source nature of Mozilla's products and making significant functional changes, you may not redistribute the fruits of ~~their~~ your labor under any Mozilla trademark, without Mozilla's prior written consent. For

example, if the product you've modified is Firefox, you may not use Mozilla or Firefox, in whole or in part, in its name. Also, it would be inappropriate for ~~them~~you to say "based on Mozilla Firefox". Instead, in the interest of complete accuracy, ~~they should~~you could describe ~~their~~your executables as "based on Mozilla technology", or "incorporating Mozilla source code." ~~They should~~. In addition, you may want to read the discussion on the "Powered by Mozilla" logo.

In addition, if you compile a modified version, as discussed above, with branding enabled (the default in our source code is branding disabled), you will require Mozilla's prior written permission. If it's not the unmodified installer package from [www.mozilla.com](http://www.mozilla.com), and you want to use our trademark(s), our review and approval of your modifications is required. You also must change the name of the executable so as to reduce the chance that a user of the modified software will be misled into believing it to be a native Mozilla product.

Again, any modification to the Mozilla product, including adding to, modifying in any way, or deleting content from the files included with an installer, file location changes, added code, modification of any source files including additions and deletions, etc., will require our permission if you want to use the Mozilla Marks. If you have any doubt, just ask us at [trademarks@mozilla.com](mailto:trademarks@mozilla.com).

## Extensions, Themes and Plugins

At the same time as it seeks community involvement in the development of its products, ~~Mozilla wants~~we want to protect the reputation of ~~its~~our products as high-quality and lightweight, with simple, usable interfaces. If you want to ship extensions, themes or plugins installed by default or as part of the same installation process as the Mozilla products (as opposed to, say, linked as XPIs from the default start page), and you plan on distributing them under any Mozilla ~~trademarks~~Marks, you must ~~therefore~~ first seek approval from ~~Mozilla~~us. What ~~Mozilla finds~~we find acceptable will depend on the effect of the extensions, themes and plugins on the Mozilla product. To give examples, changing the theme of one product to another, equally high-quality and aesthetically pleasing theme would ~~probably~~ be ~~approved~~considered. A combination of ten different extensions with three toolbars and seven context menu items probably wouldn't be. See our Partners page to find out more about contacting us to discuss your proposed changes.

## Related Software

Mozilla products are designed to be extended, and ~~Mozilla recognizes~~we recognize that community members writing extensions need some way to identify the Mozilla product to which their extensions pertain. ~~Mozilla's~~Our main concern about extensions is that consumers not be confused as to whether they are official (meaning approved by Mozilla) or not. To address that concern, ~~Mozilla requests~~we request that extension names not include, in whole or in part, the words "Mozilla", "Firefox", or "Thunderbird" in a way that suggests a connection between Mozilla and the extension (*e.g.*: "Frobnicator for Firefox," would be acceptable, but "Firefox Frobnicator" would not).

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## Linking

~~So long as you don't do anything that might confuse visitors to your website, or that might violate the Overall Guidelines for Printed Materials, above, Mozilla invites We invite you to link to Mozilla's website, ~~including (s)~~ for the purpose of allowing your visitors to download ~~the Mozilla Firefox Internet browser and Thunderbird e-mail client. Mozilla even provides, by using~~ the banners and buttons we provide subject to facilitate the ~~download of Mozilla software~~ restrictions below.~~

- [Firefox Banners and Buttons](#)
- [Thunderbird Banners and Buttons](#)

~~The only exception to this policy is for site icons~~ This use is allowed as long as you:

- [Follow the Mozilla Trademark Policy.](#)
- [Point the destination URL to the official Mozilla website. You may not use a Mozilla banner or button to point to your own web site and/or to download a modified version of Firefox or Thunderbird.](#)
- [Don't alter any of the Mozilla Marks including our logos.](#)
- [Don't do anything that might confuse visitors to your website into mistaking the origin of software being downloaded – whether the software is Mozilla's or yours.](#)

You may customize the buttons in the following ways:

- [Modify the background color of the button or banner.](#)
- [Localize the text \(but not the Mozilla Marks\).](#)
- [Change the size of the button or banner.](#)

Remember the Mozilla Marks must not be altered in any way. If your use of these banners or buttons violates our Trademark Policy, we reserve the right to rescind the license granted here.

Best Viewed With Buttons. Also, please remember that we disapprove of and do not provide "Best Viewed With" buttons, when used in connection with the Firefox Internet browser. We believe the web is best viewed with any standards-compliant browser and do not want to promote browser specific sites. However, if you must use a statement, please use something like "Try our site using the Firefox web browser" or "We recommend using Firefox web browser or other standards-compliant browsers."

Site Icons (favicons). If you plan to use a Mozilla trademark as a site icon, you need to request permission. Also, please remember that Mozilla disapproves of and does not provide "Best Viewed With" buttons, when used in connection with the Firefox Internet browser; Mozilla believe the web is best viewed with any standards-compliant browser.

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## **-Domain Names**

If you want to include all or part of a Mozilla trademark in a domain name, you have to receive written permission from Mozilla. People naturally associate domain names with organizations whose names sound similar. Almost any use of a Mozilla trademark in a domain name is likely to confuse consumers, thus running afoul of the overarching requirement that any use of a Mozilla trademark be non-confusing. If you would like to build a Mozilla, Firefox Internet browser, or Thunderbird e-mail client promotional site for your region, we encourage you to join an existing official localization project.

To receive written permission, please download and follow the directions as outlined in the [Domain Name License](#).

## **Services Related to Mozilla Software**

If you offer services related to Mozilla software, you may use Mozilla's ~~trademarks~~[word marks](#) in describing and advertising your services [relating to a Mozilla product](#), so long as you don't violate these overall guidelines for the use of Mozilla's trademarks or do anything that might mislead customers into thinking that [either your website, service, or product is a Mozilla website, service, or product, or that](#) Mozilla has any direct relationship with your organization. For example, it's OK if your website says, "Internet browser customization services for Firefox available here." It's not OK, though, if it says, "Firefox Internet browser customization services sold here," or "custom Firefox Internet browsers available here," since the first suggests that Mozilla is related to your business, and the second is confusing as to ~~who~~[whom](#) -- you or Mozilla -- performed the customization. [In addition, your website may not copy the look and feel of any Mozilla website. Again, we do not want the visitor to your website to be confused with whom she/he is dealing.](#) When in doubt, err on the side of providing more, rather than less, explanation and information.

~~Logos~~[If you are offering services for Mozilla software \(for example, support\), you may not tie the download of the Mozilla product with the purchase of your service. The download of the Mozilla product using the Mozilla trademark may not be connected in any way to the purchase of your service. The purchase, download, or acquisition of your services must be a completely separate transaction from the download of the Mozilla product. You must provide a prominent statement that \(i\) the Mozilla product is available for free and link directly to our site; \(ii\) the purchase, download, or acquisition of your service is separate from the download of the Mozilla product; and \(iii\) your service is not affiliated with Mozilla.](#)

## **Mozilla Marks and Merchandise**

When it comes to ~~Mozilla's trademarked logos ("logos," for short)~~[the Mozilla Marks](#), there are some cool things you can do and some cool things you can't do - at least not without asking Mozilla.

You may make t-shirts, desktop wallpaper, or baseball caps with Mozilla ~~logos~~ Marks on them, though only for yourself and your friends (meaning people from whom you don't receive anything of value in return). You can't put the Mozilla ~~logo~~ Mark(s) on anything that you produce commercially (whether or not you make a profit) -- at least not without receiving Mozilla's written permission. Of course, Mozilla owns and operates the ~~Mozilla Store~~ Mozilla Store, which sells a wide range of CDs, Guidebooks, T-shirts, and products with Mozilla software and logos. We also have the Mozilla Community Store where every design was created by a member of the worldwide Mozilla community. That's how we make some of the money that keeps us around, and supports our mission.

There are two additional broad categories of things you can't do with Mozilla's ~~logos~~ Marks.

- The first is to produce modified versions of them. A modified ~~logo~~ mark also would raise the possibility of consumer confusion, thus violating Mozilla's ~~trademarks~~ trademark rights, ~~too~~ (remember the overarching requirement that any use of a Mozilla trademark be non-confusing?).
- The second concerns high-resolution copies of Mozilla ~~logos~~ Marks, which you cannot have or use. If you've a very good reason to seek an exception to the rule against having and using high-resolution copies of Mozilla ~~logos~~ Marks please contact the Mozilla Corporation for Firefox and Thunderbird, or the Mozilla Foundation for other logos.

## Things You Can Do – Summary

To summarize, provided that the use adheres to our trademark policy and visual guidelines, here are some of the things that you can do with the Mozilla Marks that do not require our permission:

- use the Mozilla Marks in marketing, and other publicity-related materials;
- distribute unchanged Mozilla product(s) (code + config) for each platform downloaded from [www.mozilla.com](http://www.mozilla.com) or [www.mozilla.org](http://www.mozilla.org) as long as you distribute them without charge;
- describe your executables as "based on Mozilla technology", or "incorporating Mozilla source code;"
- link to Mozilla's website(s) by using the banners and buttons we provide to allow your visitors to download Firefox and Thunderbird;
- use Mozilla's word marks in describing and advertising your services or products relating to a Mozilla product, so long as you don't do anything that might mislead customers. For example, it's OK if your website says, "Internet browser customization services for Firefox available here;" and
- make t-shirts, desktop wallpaper, or baseball caps though only for yourself and your friends (meaning people from whom you don't receive anything of value in return).

## Reporting Trademark Abuse

We have a central place for everyone to report any misuse of the Mozilla Marks. Having the support and help of our community makes our work easier and more worthwhile.

## Questions

~~Mozilla has~~ We have tried to make ~~its~~ our trademark policy as comprehensive as possible. If you're considering a use of a Mozilla trademark that's not covered by the policy, and you're unsure whether that use would run afoul of Mozilla's guidelines, feel free to contact us ~~and ask at~~ trademarks@mozilla.com and ask. Please keep in mind that Mozilla receives lots and lots of similar questions, so please review all available documentation, including the Frequently Asked Questions (FAQ) before contacting us.