

Trademark License Enforcement Program

Bluetooth Policy Document

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Abstract:

This document describes the Bluetooth Trademark License Enforcement Program.



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1 Introduction

To protect the Bluetooth trademarks, the Bluetooth SIG staff administers a Trademark License Enforcement Program to regularly monitor the market and performs Qualified Product audits to verify that products using the Bluetooth trademarks have successfully completed the Bluetooth Qualification Process.

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2 Market Surveillance and Audit Process Overview

The Trademark License Enforcement Program consists of various violation detection processes. All members are subject to Trademark License Enforcement Program activities.

2.1 Products That Have Not Completed the Bluetooth Qualification Process

The scope of the Bluetooth SIG's violation detection processes includes all products using the Bluetooth trademarks. If the Bluetooth SIG's staff are unable to verify a product's compliance to the Bluetooth Qualification Process requirements using the Qualified Product database, the member company will be notified of the potential non-compliance.

It is important to note that customs officials use the Bluetooth SIG's online Qualified Product database to verify if a product using a Bluetooth trademark has completed the Bluetooth Qualification Process. If customs officials are unable to locate a product in the Qualified Product database, they may seize the product until they can confirm that the product is authorized to use the Bluetooth trademark and may destroy products if confirmation is not obtained.

2.2 Bluetooth Qualification Process Audits

2.2.1 Compliance Folder Audits

The Bluetooth SIG's staff perform regular, random audits of documentation submitted by members during the Bluetooth Qualification Process and periodically schedule on-site audits of members' entire compliance folder(s) (which is described in the Qualification Program Reference Document). The current scope of the Compliance Folder audit is focused on verifying the compliance of a product to the Bluetooth Qualification Process documentation requirements. Any members may be audited by the Bluetooth SIG (or its designee) and audits may include:

- On-site audits of a member's entire Compliance Folder(s) conducted at the member site designated by the member representative at time of the documentation filing.
- Review of documents submitted to the SIG as part of the documentation filing requirements. Such reviews may be conducted at any time without notice.

2.2.2 Qualified Product Audits

The Bluetooth SIG performs regular, random audits of Qualified Products. The current scope of the Qualified Product audit is focused on verifying the compliance of a product to the requirements of the Bluetooth Qualification Process. Any member may be audited by the Bluetooth SIG (or its staff/designee). Audits may include Qualified Products submitted to the Bluetooth SIG as part of the Qualification Process requirements. The Bluetooth SIG will notify the member's primary contact and qualification contact of an upcoming audit at least 30 days before the start of the audit.

2.2.3 Product Compliance Audits

The product compliance audit is focused on verifying the compliance of a product to the Bluetooth Qualification Process requirements. The Bluetooth SIG's audits typically include testing of products and product interoperability testing with other products. If problems are found during testing, further investigation into compliance with the Bluetooth Qualification Process requirements may be performed (e.g., sending the product to a test facility to perform more detailed testing). Note that each member's



Implementation Conformance Statement (“ICS”) must include declarations of ALL Bluetooth® protocols and profiles implemented in the product. Such audits may be conducted at any time, without notice.

2.3 Violation Processing

If a member distributes products that use the Bluetooth trademarks without successfully completing the Bluetooth Qualification Process or a member has not completed the Bluetooth Qualification Process correctly, that member is considered in violation of the Membership Agreements and will be subject to enforcement action(s). When a member violation is identified, the enforcement process is started by the Bluetooth SIG’s staff by documenting the issue in a report.

3 Enforcement Escalation Process

Once the enforcement process is started the Bluetooth SIG will send a notification (typically by email but may be sent by other methods) to the member company as specified below. The notification will include details of the applicable compliance issues and the member's required action to remedy the non-compliance. It is the responsibility of the member to perform any corrective action required by the Bluetooth SIG. A member's failure to remedy the reported non-compliance will result in escalation to the Enforcement Escalation Process described in this section and shown in [Figure 3.1](#).

The "Enforcement Escalation Process" is the process followed by the Bluetooth SIG staff prior to making a recommendation of suspension to the BoD. There are three phases in the process, each with defined parameters for entry and resolution. Details of each phase are defined in the subsequent sections. Each phase consists of a timeline and series of notifications sent to the member contact(s).

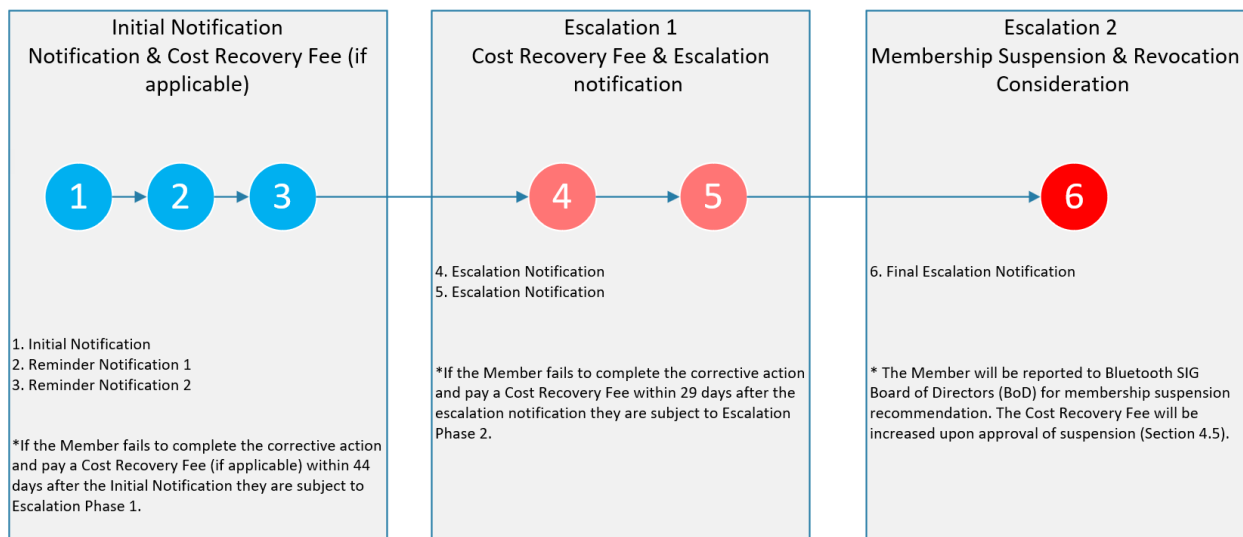


Figure 3.1: The Enforcement Escalation Process

3.1 Initial Notification Phase

When a member's non-compliance (aka "issue") is identified the Enforcement Escalation Process starts in the Initial Notification Phase (see [Figure 3.2](#)). In addition to the notifications, when a member enters the Initial Notification Phase, the member may also be required to pay a cost recovery fee (described in [Section 4.5](#)) and the fee may be automatically charged to the member's account. This phase consists of two primary workflow events:

1. Notification Timeline — the Initial Notification Phase lasts for at least 44 days from the date the issue is first entered into the Bluetooth SIG's tracking system. It is only when the Bluetooth SIG changes the status of the issue to "Resolved" that the enforcement action stops.
2. Notifications — Notifications will be sent to the member according to the workflow period. A total of three (3) notifications will be sent, typically by email. If the Bluetooth SIG receives a "bounce-back" or "undeliverable" notification when it sends the Day 0 or Day 15 notification to the member's registered qualification contact and primary contact, the Bluetooth SIG may send the notification to all registered users under the member company's account.
 - a. Day 0: Initial Notification (sent when issue is first entered, starting the workflow)



- i. Sent to the member's registered qualification contact and primary contact.
- b. Day 15: Reminder Notification 1
 - i. Sent to the member's registered qualification contact and primary contact.
- c. Day 30: Reminder Notification 2
 - i. Sent to ALL registered users under: (1) the member company's account and (2) any affiliate accounts linked to the member company's account in the Bluetooth SIG's membership database.
 - ii. In addition to the email, a written notification may be sent to the registered mailing address of the member company's primary contact.

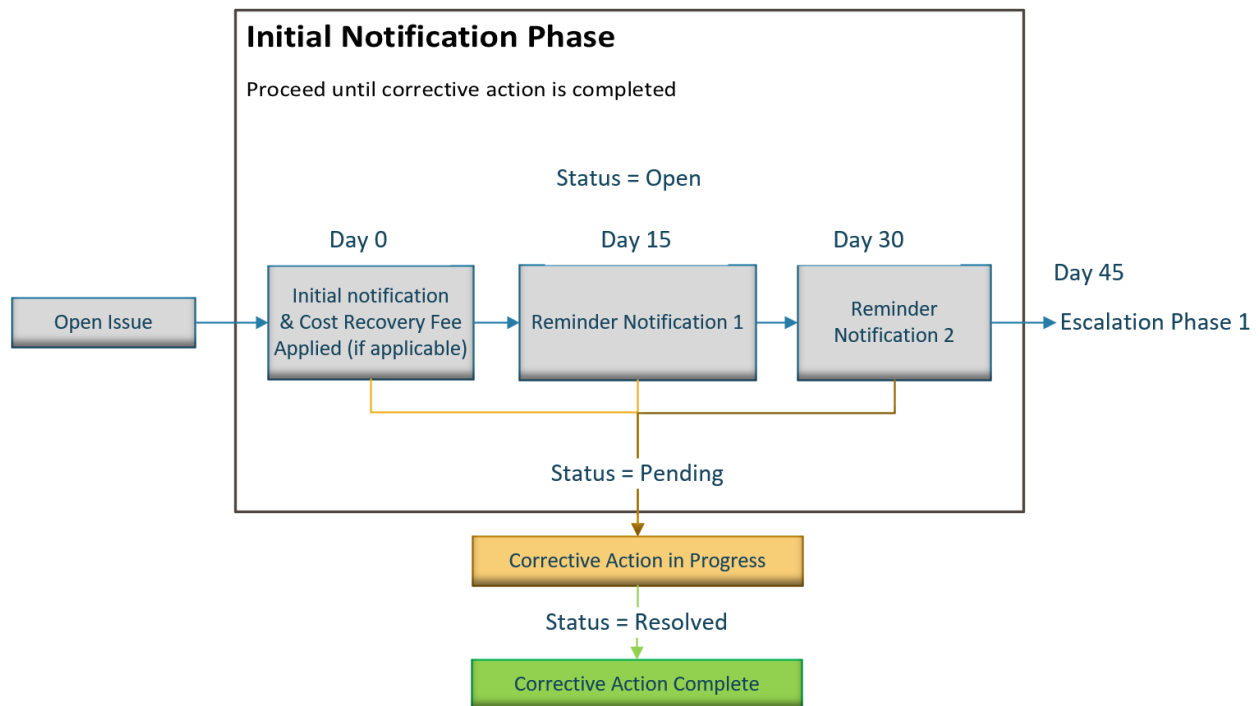


Figure 3.2: The Initial Notification Phase

3.1.1 Escalation Phase 1

If the issue is unresolved 45 days after the issue was entered into the system (i.e., Day 45) the escalation workflow progresses to “Escalation Phase 1” (Figure 3.3). During Escalation Phase 1 there are additional notifications sent according to the timeline outlined below. In addition to the notifications, when a member enters Escalation Phase 1, the member is also required to pay a cost recovery fee (described in Section 4.5) and the fee is automatically charged to the member's account.

1. Escalation Phase 1 Notification Timeline— the Escalation 1 Phase lasts from Day 45 to Day 74. It is only when the Bluetooth SIG changes the status of the issue to “Resolved” that the enforcement action stops.
2. Notifications—Notifications will be sent to the member according to the timelines outlined below. A total of 2 notifications will be sent.

a. Day 45: Escalation Notification

- i. Sent to ALL registered users under (1) the member company's account and (2) any affiliate accounts linked to the member company's account in the Bluetooth SIG's membership database.

b. Day 60: Escalation Notification

- i. Sent to ALL registered users under (1) the member company's account and (2) any affiliate accounts linked to the member company's account in the Bluetooth SIG's membership database.

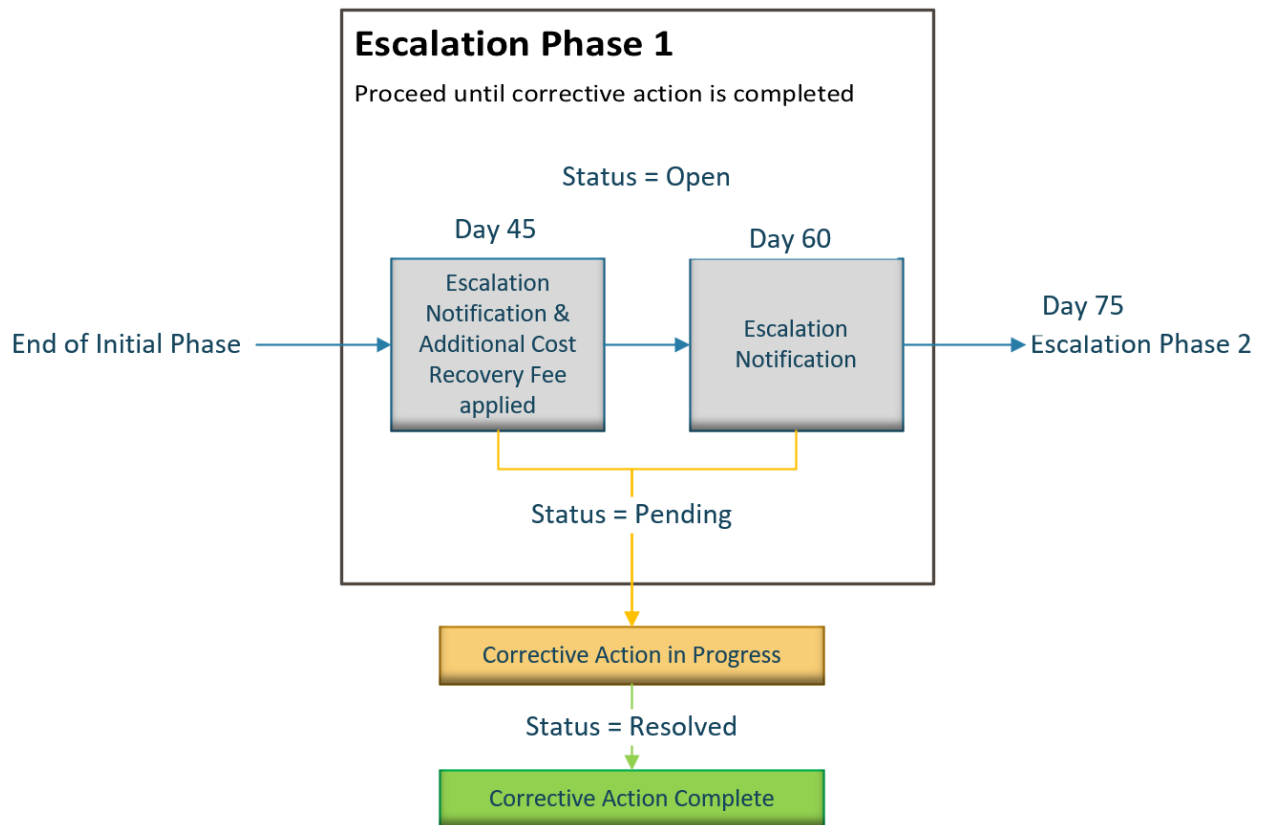


Figure 3.3: Escalation Phase 1

3.1.2 Escalation Phase 2

If the issue is unresolved 75 days after the issue was entered into the system (i.e., Day 75), the escalation workflow progresses to “Escalation Phase 2” (Figure 3.4). In addition to the cost recovery fee outlined in Escalation Phase 1, the member will be reported to the BoD for a vote to suspend the member’s membership.

1. Notifications—Notifications will be sent to the member according to the following timeline:

a. Day 75: Escalation Notification

- i. Sent to ALL registered users under (1) the member company's account and (2) any affiliate accounts linked to the member company's account in the Bluetooth SIG's membership database.
- b. Following the BoD's vote to approve suspension of the member company's membership:
 - Suspension Notification
 - i. After BoD decision, sent to ALL registered users under (1) the member company's account and (2) any affiliate accounts linked to the member company's account in the Bluetooth SIG's membership database.

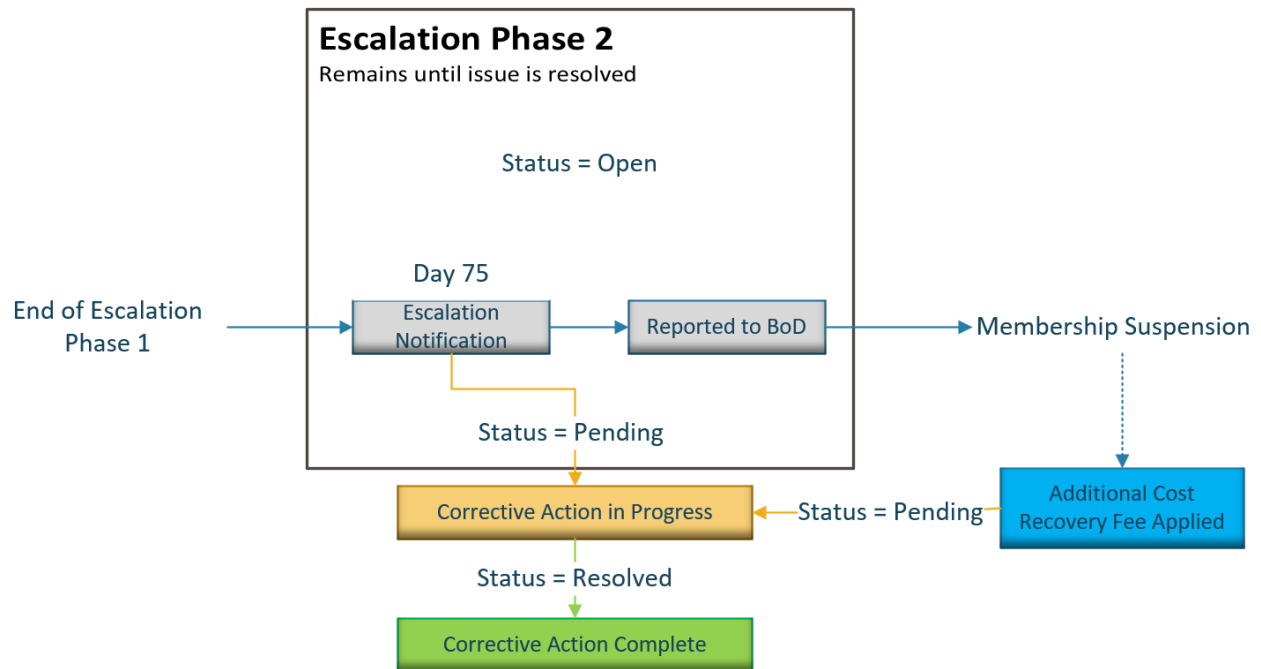


Figure 3.4: Escalation Phase 2

4 Issue Resolution

To begin the issue resolution process, the member must propose a corrective action plan (“CAP”) and submit it for review by the Bluetooth SIG staff as referenced in the notification. The CAP submitted by the member must include a detailed proposal of all actions that it will take to remedy the non-compliance and must include a reasonable timeframe in which the corrective action will be completed. The Bluetooth SIG staff will review the proposed CAP and determine if, in the Bluetooth SIG staff’s sole discretion, it sufficiently resolves the non-compliance to the Bluetooth SIG staff’s satisfaction or if changes need to be made. Once a CAP is approved by the Bluetooth SIG staff, the member must implement the CAP, including any changes to the CAP required by the Bluetooth SIG staff. The member may propose an update to a previously approved CAP to include new actions to be taken or a new reasonable timeframe or both. The Bluetooth SIG staff will need to review and agree with the proposed updated CAP. If the member does not complete the actions required in the CAP within the timeline outlined in the CAP, the Bluetooth SIG staff may take additional actions against the member, including, without limitation, reporting the member to the BoD for a vote to suspend the member’s membership. Note that the Enforcement Escalation Process may continue (and cost recovery fees may be assessed) until the Bluetooth SIG staff determines in its discretion that all issues have been resolved, regardless of the member’s proposal of, or the Bluetooth SIG’s or its staff’s approval of, any CAP.

4.1 Products That Have Not Completed the Qualification Process

For issues involving products that have not completed the Bluetooth Qualification Process, the CAP must:

1. Identify all products that are in violation and need to complete the Bluetooth Qualification Process.
2. Identify all declarations needed to resolve the issue completely.
3. Include a deadline when corrective actions must be completed, which should not exceed 90 days from the date of the Bluetooth SIG staff’s approval of the CAP.

4.2 Failure to Satisfy Qualification Process Requirements

A CAP for resolving issues with products that have completed the Bluetooth Qualification Process is necessary when the Bluetooth SIG staff determines that the Bluetooth Qualification Process requirements (e.g., testing requirements, product detail requirements, or documentation requirements) were not properly satisfied. To correct an issue with the Bluetooth Qualification Process requirements, additional information may be required to be submitted, tests executed/re-executed, and documentation updated accordingly.

If a product is unable to complete all the requirements, the member may need to modify its product(s) to comply with the Bluetooth Qualification Process requirements, in which case the following actions are required to be taken by the member:

- Update the product within a reasonable amount of time, not to exceed 90 days.
- If requested by the Bluetooth SIG’s staff, perform tests and provide test evidence to the Bluetooth SIG (for example, if a product modification includes a software change that affects the protocol software or includes changes to any active components that process the Bluetooth signal).



- Update the qualification documentation and notify the Bluetooth SIG that it has been updated and that the product successfully meets the applicable test requirements. This is typically achieved by the member submitting a comprehensive review report to the Bluetooth SIG staff.

4.3 Membership Suspension

The Bluetooth SIG staff may report a member to the BoD for a vote to suspend the member company's membership when the member:

- Fails to submit a CAP proposal to the Bluetooth SIG within 75 days after the Bluetooth SIG sends the Initial (Day 0) Notification of non-compliance; or
- Fails to implement and complete, to the Bluetooth SIG staff's satisfaction, the actions outlined in a CAP that has been approved by Bluetooth SIG staff by the earlier of (a) 90 days after the Bluetooth SIG staff's approval of the CAP or (b) 165 days after the Bluetooth SIG sends the Initial (Day 0) Notification of non-compliance; or
- Repeatedly fails to comply with the Membership Agreements or Bluetooth Qualification Process or Bluetooth Qualification Program requirements.

If the BoD suspends a member, unless otherwise indicated by the BoD, the suspension is effective immediately and applies to the member and all of its affiliates.

Following BoD suspension of the member, the Bluetooth SIG staff will:

1. Send an email notification to all users with accounts under the membership account of the member and its affiliates and may send a physical mail notification to the primary contact and to the legal department of the member.
2. Remove the member company and its affiliates from the Bluetooth SIG member directory of active members.
3. Remove from the Bluetooth SIG Qualified Product database any member qualifications that do not comply with the Bluetooth Qualification Process requirements or Membership Agreements.
4. Disable the user accounts of all users with accounts under the membership accounts of the member and its affiliates and present a website notification upon attempted log-in to Bluetooth's websites. (As a result, users will be removed from group and committee email reflectors and may not have access to member-only tools (including qualification tools), emails, information, and member areas of the Bluetooth SIG website.)
5. Not permit representatives of the member and its affiliates to participate in the Bluetooth SIG member activities, including:
 - a. Registering for, or sponsoring, any the Bluetooth SIG member event.
 - b. Participating in working groups and committees (even if the representative was the chair or vice chair).

After the BoD suspends the member, the Bluetooth SIG staff may report to third parties (e.g., retailers) any products that use the Bluetooth trademark without completing the Bluetooth Qualification Process.



4.4 Membership Reinstatement

The suspended member must work with the Bluetooth SIG staff to complete the necessary requirements to resolve the enforcement violation. A suspended member will not be reinstated until the enforcement issue is resolved to the Bluetooth SIG staff's satisfaction, and all cost recovery fees (and other fees, including outstanding membership dues) have been paid.

After a suspended member has been reinstated, the following will occur:

1. The member and its affiliates will be added back into the Bluetooth SIG member directory of active members.
2. An email notification may be sent to all users with user accounts under: (a) the member's account and (b) any affiliate accounts linked to the member company's account in the Bluetooth SIG's membership database.
3. Disabled user accounts under the membership accounts of the member and its linked affiliates will be re-enabled, and users will be permitted to re-register with the group and committee reflectors. Re-enabled user accounts will have access to member-only tools (including qualification tools), emails, information, and member areas of the Bluetooth SIG website.
4. Member representatives will again be allowed to participate in the Bluetooth SIG member activities consistent with their level of membership, including:
 - a. Registering for, and sponsoring, the Bluetooth SIG member events.
 - b. Participating in groups and committees. Note that any member representatives who held group or committee leadership positions prior to suspension will, if they desire to be considered again for a leadership position, need to reapply following the group or committee's normal timeline, processes, and channels.

4.5 Cost Recovery Fees

Cost recovery fees may be charged to a member's account based on the number of instances of an audit failure in the last 36 months by a member company, independent of the number of violations found in the audit. Cost recovery fees may be charged to encourage timely resolution of violations and discourage repeat violations. The member's users may not be able to complete any additional qualifications until outstanding cost recovery fees have been paid. If, during the initial notification phase, it is determined the audit failure is not a violation, the cost recovery fee will be removed from the member's account.

The amount of cost recovery fees will vary based on the length of time that passes without resolution following the date of the Bluetooth SIG's initial notice to the member of the issue and the number of violations the member has had in the 36 months since the notice of the last violation.

The details of the cost recovery fees are posted at <https://www.bluetooth.com/trademark-license-enforcement/fee-schedule>.

Note that fees increase the longer that it takes to resolve violations, and additional audit failures increase these fees. In addition to the fixed cost recovery fees, the Bluetooth SIG may also charge to a member's account any costs it pays to third parties in connection with its attempts to resolve the member's violation (e.g., attorneys' fees or collection costs).

