



Controlling the use of the EKOenergy label and action in case of infringements

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Additional information: info@ekoenergy.org

1. Introduction

1.1. EKOenergy is a non-profit ecolabel and trademark for sold and consumed renewable energy. The logo (trademark) is owned by the Finnish Association for Nature Conservation (Suomen luonnonsuojeluliitto r.y.) and is legally protected worldwide.

1.2. The EKOenergy Secretariat, hosted by the Finnish Association for Nature Conservation (Suomen luonnonsuojeluliitto r.y.), vigilantly protects the label and takes swift action against identified violations.

1.3. EKOenergy's regular counsel for trademark issues is:

Heinonen & Co Attorneys-at-Law Ltd.
Part of Eversheds Attorneys Ltd.
Fabianinkatu 29 B, 00100 Helsinki, Finland
heinonen.com

Other representatives can be assigned to follow up on specific cases, including specific infringement cases.

2. Authorised use of the EKOenergy ecolabel

2.1. EKOenergy's name and logo can only be used in combination with volumes of renewable energy (including Energy Attribute Certificates) that fulfil all of the following criteria:

- The energy is offered or sold to a final energy consumer, or used by an energy consumer,
- The energy is produced in a way that fulfils EKOenergy's sustainability criteria,

- The origin of the energy is reliably tracked and double counting is avoided, and
- The consumer makes an additional positive impact by paying for non-profit activities that create additional positive impact in the transition towards 100% renewable energy and contribute to the realisation of the UN Sustainable Development Goals, as explained in EKOenergy's criteria texts.

2.2. EKOenergy's name and logo can only be used by the following entities or people:

Energy companies and energy consultants, if all the following conditions are fulfilled

- They have signed the EKOenergy Agreement, as available on EKOenergy's website
- They are included in the list of authorised sellers and service providers on EKOenergy's website.
- They are offering or selling energy that fulfills EKOenergy's criteria to final energy consumers.

Consumers of EKOenergy-labelled energy, if all the following conditions are fulfilled:

- They buy EKOenergy-labelled energy from an authorised EKOenergy seller or they have signed their own EKOenergy Agreement with the EKOenergy Secretariat.
- They use the logo to communicate about their consumption of EKOenergy-labelled energy
- They inform the EKOenergy Secretariat beforehand about their intention of using the EKOenergy label in their communication.
- They follow the rules of EKOenergy's brandbook, which is available on EKOenergy's website.

Others may use our logo in exceptional cases when sharing information about the EKOenergy ecolabel, for example, to inform their audience about EKOenergy's achievements. See also page 5 of EKOenergy's brandbook.

3. Verifying the use of EKOenergy's name and label

3.1. Annual audits of all authorised entities

The EKOenergy Secretariat annually audits and verifies the use of the EKOenergy label by the authorised sellers, including correct implementation of our criteria for all EKOenergy-labelled volumes. This audit process is described in EKOenergy's criteria and in the EKOenergy Agreement (i.e. the earlier mentioned agreement that regulates the use of the EKOenergy label by an authorised entity, also known as EKOenergy's licence agreement).

When the audit shows incorrect implementation or other discrepancies, these must be corrected as soon as possible, and no later than 1 month after the notification by EKOenergy's Secretariat. If the Energy Attribute Certificates that have been cancelled/redeemed do not qualify for EKOenergy, the Authorised Entity needs to cancel/redeem the due or missing amount of qualifying Energy Attribute Certificates within 1 month after the discovery of the shortcoming. (See also paragraph 9.8 of the EKOenergy Agreement).

Failing to submit the contractually required audit information and failing to implement required corrective measures constitute a material breach of the contract and leads to termination in line with paragraphs 12.2 and 12.3 of the EKOenergy Agreement.

3.2. Continuous checks

The EKOenergy Secretariat continuously screens the use of EKOenergy's logo and name in various ways, including, for example:

- Weekly manual searches of the internet, both for the visual logo and for the name in various languages. This process is partially automated, and the automation improves each year.
- Regular screening of the webpages of our authorised sellers.
- Continuous engagement of our network of partners and supporters worldwide, for example as part of the regular follow-up meetings that the EKOenergy Secretariat holds with representatives of EKOenergy's authorised sellers and with its NGO partners worldwide. See also paragraph 3.3, hereafter.

3.3. Researching a suspected infringements

Whenever an infringement is suspected, the EKOenergy Secretariat prioritises following up on these cases, as any abuse of our logo and name constitutes an immediate risk to EKOenergy's reputation and credibility. The research includes collecting evidence, such as screenshots of websites and emails, photos, videos, paper publications, etc. To collect this evidence, EKOenergy's Secretariat often relies on the input and support of partners and supporters, as mentioned under chapters 3.4 and 3.5 below.

3.4. Reporting a suspected infringement

EKOenergy's stakeholders, including our authorised entities, NGO partners, and renewable energy activists worldwide, are vital in our effort to preserve the credibility of our label. Anyone can reach out to us at any time, particularly via email. Whenever an infringement is suspected, our stakeholders help collect evidence such as social media posts, URLs, pictures, video clips, invoices/receipts, and ads.

3.5 A respected and well-connected ecolabel in a heavily regulated energy sector

EKOenergy is a label for sold energy only. In all markets where EKOenergy is active, we work closely with relevant entities, including, for example, agencies, issuers of Energy Attribute Certificates, and corporate social responsibility (CSR) organisations.

In most markets, the energy sector is heavily regulated. Where the renewable market is mainly voluntary, a limited number of private entities act as facilitators and regulators. The EKOenergy Secretariat maintains good, frequent contact with many of them.

4. Procedure in case of infringement by an authorised entity

4.1. The EKOenergy Secretariat always takes measures against unauthorised use of our logo and name by an authorised entity.

When incorrect use results from a mistake and is correctable, discrepancies must be corrected as soon as possible, and no later than 1 month after notification by EKOenergy's Secretariat. Failure to implement the required corrective measures constitutes a material breach of the contract and leads to termination in line with paragraphs 12.2 and 12.3 of the EKOenergy Agreement.

When the unauthorised use results from gross neglect or is linked to illegal, criminal, scandalous, immoral or unethical conduct or activity, the EKOenergy Secretariat terminates the EKOenergy Agreement immediately and with immediate effect by a written notice to the Authorised Entity. See also paragraph 12.4 of the EKOenergy Agreement.

4.2. After the termination, EKOenergy's Secretariat removes the name of the involved entity from the publicly available list of authorised sellers and the involved entity can no longer use EKOenergy's name and logo in any manner, such as in product marketing, sales or distribution channels and is obliged to remove EKOenergy's name and logo from its marketing materials, such as website, without undue delay. Additionally, it has to inform all its EKOenergy clients in writing and review the existing contracts for the delivery of EKOenergy-labelled energy or Energy Attribute Certificates. See also paragraphs 12.5 and following of the EKOenergy Agreement.

4.3. Any dispute, controversy or claim arising from such termination, or the breach, termination or validity thereof, shall first be submitted to mediation in accordance with the Mediation Rules of the Finland Chamber of Commerce (<https://arbitration.fi/>). Proceedings will happen electronically (online). The language of the mediation shall be English, unless the Parties agree differently at the beginning or during the procedure.

5. Process in case of infringement by a third party.

Measures are always taken against unauthorised use of the EKOenergy ecolabel. The procedure consists of the following steps:

5.1. Before contacting the infringer, EKOenergy's Secretariat collects as much evidence as possible, including, for example, dated screenshots, photos, emails, web addresses (URLs), advertisements, etc before contacting the infringer.

5.2. As soon as possible after becoming aware of the infringement and as soon as the EKOenergy Secretariat has gathered the available evidence, the infringer is contacted. The first contact is via email, and the message outlines our ownership and explains the infringing use.

Whenever possible, the EKOenergy Secretariat gives the infringer two options.

- Regularise the situation by signing an EKOenergy Agreement and meeting our requirements, or by switching to a contract for EKOenergy-labelled energy.
- An immediate cease-and-desist, usually within a 2-week deadline.

5.3. When the infringer doesn't respond by the set deadline, the EKOenergy Secretariat resends the email and informs the infringer that legal action will be taken. Additionally, the EKOenergy Secretariat will attempt to reach the infringer by phone or other means, including social media.

5.4 If EKOenergy's logo is used incorrectly on social networks, search ads, or e-commerce marketplaces, we ask the network to take down the post immediately based on an illegal use of a registered trademark.

5.5 If the infringer fails to respond or react sufficiently, the EKOenergy Secretariat takes legal or administrative action, usually by involving a lawyer or other advisor experienced in trademark issues in the geography where the infringement took place.

After that, the process follows the specific procedures of the initiated action. At any stage, EKOenergy's Secretariat remains open to suggestions for an amicable settlement that respects EKOenergy's criteria and doesn't jeopardise EKOenergy's reputation and credibility.

6. Follow-up after the infringement

In the months after the infringement, EKOenergy's Secretariat pays special attention to screening the publicly available communications and materials of the entity that committed the infringement to ensure a proper implementation of the agreed measures and to avoid repetition.