

Instacart external trademark use guidelines

Trademark Usage Guidelines

The following trademark usage guidelines were designed to preserve the integrity and distinctiveness of the Maplebear Inc. d/b/a Instacart (“Instacart”) portfolio of trademarks, service marks, trade names, and trade dress identified in Schedule 1 (collectively, the “Trademarks” and individually, a “Trademark”).

Instacart’s Trademarks, whether registered or unregistered, must be used in accordance with these Trademark Usage Guidelines. In following these guidelines, you help us protect our valuable trademark rights and strengthen our brand identities.

By using Instacart’s Trademarks, you are acknowledging that Instacart is the sole owner of the Trademarks and are agreeing not to interfere with Instacart’s rights in the Trademarks, including challenging Instacart’s use, registration of, or application to register such trademarks alone or in combination with other words, anywhere in the word. You further agree that you will not harm, misuse, or bring into disrepute any Instacart’s Trademark, or file for any trademark, domain name, social media handle, or other designation for Instacart’s Trademarks. The goodwill derived from using any part of an Instacart Trademark exclusively inures to the benefit of and belongs to Instacart.

Applicability of Guidelines

These guidelines apply to Instacart’s customers, licensees, consultants, outside vendors, and other third parties that do not otherwise have an agreement governing their use of an Instacart Trademark. If you are a licensee of a Trademark, please follow the special trademark usage guidelines contained in the license to the extent that it differs from these guidelines.

Use of Instacart’s Trademarks

When referring to Instacart’s products or services by their associated trademark, the reference should be truthful, fair, and not misleading, and must comply with these Trademark Usage Guidelines. Please note that these guidelines are subject to change at the sole discretion of Instacart.

Acceptable Trademark Uses

1. Proper and Consistent Stylization.

Any use of the Trademarks must appear in the specific form, stylization, color, and proportions shown in Schedule 1 unless you have received express written approval from the Instacart marketing and legal teams for an alternative usage, which must specifically reference these guidelines. For the avoidance of doubt, you may not:

- Shorten or abbreviate the Trademarks;
- Create new marks based on or including the Trademarks, e.g., with other words, symbols, numbers, or graphics;
- Convert any Trademarks into an acronym or initialism that is not itself on the list of Trademarks;

- Modify the color, typeface, capitalization, stylization, or proportions of the Trademarks as they are shown in Schedule 1; or
- Translate any English or foreign-language words that appear within or comprise a Trademark.

All uses permitted by these guidelines are subject to these limitations unless you have received express written approval from the Instacart marketing and legal teams, which must specifically reference these guidelines. . Please also review Schedule 2 for an in-depth guide to acceptable Logo use.

2. Adjectives.

You should only use the Trademarks in the form of an adjective that modifies an accompanying noun, such as a generic product or service name. In other words, you may not use any of the Trademarks as a noun or a verb, and you may not use any of the Trademarks in the possessive or plural forms.


Correct: We are launching a new version of the INSTACART® app.

Incorrect: Delivery via INSTACART®.

Correct: [Retailer] is on the INSTACART® service.

Incorrect: [Retailer] is on INSTACART®.

An exception to this arises in situations where you use the term “Instacart” as a company or trade name. In that event, the term “Instacart” may serve as a noun, but you should make it clear that the term is used as a company name, and not as a trademark, which may include using the full company name (e.g., “Maplebear Inc. d/b/a Instacart”).

Additionally, there may be situations where you use a Trademark as a standalone brand, which may occur with marks that are: (a) in stylized format (i.e., a graphic logo); or (b) a slogan. In that event, it may be impractical or undesirable to add a noun after the trademark. For instance, the Instacart website may feature a picture of the Instacart Carrot logo  on the page in reference to its e-commerce platform. You do not need to add “e-commerce platform” or “app” after the logo. However, in the absence of written permission from the Instacart marketing and legal teams stating otherwise, these “standalone uses” should only occur on a website, social media page, or approved marketing/promotional materials, and only if it is: (a) clearly distinguishable from any surrounding text or graphics that are not part of the trademark at issue, which may include the use of capital letters (if permitted), underlining, bolding, or italics; and (b) the use is solely for purposes of promoting or referencing Instacart or its goods/services.

3. Notice Symbols.

Whenever you use a Trademark, you must include an appropriate trademark notice symbol, which may be either:

- ™ for unregistered trademarks; or
- ® for registered trademarks.
- The ® symbol is for trademarks and service marks that are registered with a governmental authority in the Country where the mark will be used. For instance, materials that are distributed within the United States may use the ® symbol if the mark is registered with the United States Patent and Trademark Office, but if those same materials are distributed in countries where the mark is not registered, they must be modified to show the ™ or SM symbol before being distributed.

When used, the notice symbols should be in superscript (e.g., ® or TM), but if superscript symbols are not available or cannot be used, the appropriate trademark notice symbols should be in parentheses: (R), (TM), (SM).

4. Attribution/Ownership.

Any usage of the Trademarks must include a proprietary notice statement that properly acknowledges Instacart's ownership of the Trademarks. For instance, an appropriate proprietary rights notice should always be included at the end of a press release.

Sample Notice in U.S.:

- Registered Mark(s): "[specify Trademarks] are the registered trademarks of Maplebear Inc. d/b/a Instacart. Instacart may not be available in all zip or post codes. See Instacart Terms of Service for more details."
- Unregistered Mark(s): "[specify Trademarks] are trademarks of Maplebear Inc. d/b/a Instacart. Instacart may not be available in all zip or post codes. See Instacart Terms of Service for more details."

Sample Notice outside of U.S.:

- If Registered Mark(s) in the U.S.: "[specify Trademarks] are trademarks of Maplebear Inc. d/b/a Instacart, registered in the U.S. and other countries and regions. Instacart may not be available in all zip or post codes. See Instacart Terms of Service for more details."
- Unregistered Mark(s): "[specify Trademarks] are trademarks of Maplebear Inc. d/b/a Instacart. Instacart may not be available in all zip or post codes. See Instacart Terms of Service for more details."
- Business names, product names, or trademarks that are owned by someone other than Instacart should be claimed as the property of or attributed to the appropriate parties.

5. Quality Control.


- You must not tamper with or alter any products, product packaging, or promotional materials you receive from Instacart and must maintain them in the condition they were in when you received them (ordinary wear and tear excepted in appropriate cases);
- Any images of Instacart products you use in promotional materials or online must depict the products fully and accurately, and may not be altered in any way; and
- You must not remove or alter in any manner the trademark designations, other written matter or graphical designations on the products supplied by Instacart to you, or the packaging thereof.
- You recognize the reputation of Instacart as a provider of high quality goods and services, and agree to continue to maintain the same high standard of quality with respect to the distribution and/or promotion of such goods and services.
- Upon written request from Instacart and upon reasonable notice, you will allow Instacart to inspect your premises where any Instacart products, packaging, or promotional materials are maintained, and/or you will provide Instacart with representative samples of such materials.

Advertising/Marketing Guidelines

1. No Third-Party Endorsements without Approval.

Do not use any Trademarks with any third-party goods, services, or programs, or in any other way that

would suggest an association, affiliation, connection, sponsorship, or endorsement of the third party without express written approval.

Instacart may, on a case-by-case basis, permit the use of the Trademarks like INSTACART or the Instacart Carrot logo  , for instance, to indicate that we are participating in certain groups, organizations, or events. If you wish to request use of such marks, please contact us as noted below. Without express written permission, you may not use any Trademarks in a way that expresses or implies that suggests an association, affiliation, sponsorship, endorsement, approval, certification or other connection with any third-party product, service, website, or company.

2. Do not use a Trademark in advertising that may be inaccurate, false, or misleading.
3. Do not use a Trademark in a negative or disparaging manner.

For further information or for any questions, please contact:

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