



Certification Agreement

This Certification Agreement (this “**Agreement**”) contains the terms and conditions related to your access to our certification program and data, and is an agreement between AppEsteem Corporation (“**AppEsteem**,” “**we**,” “**us**,” or “**our**”), and the entity you represent (“**you**” or “**your**”). You represent that you are lawfully able to bind the entity you represent and enter into this Agreement.

1. **Certification.** Each product you submit to us for certification must comply with our current [Certification Requirements](#) and the terms of this Agreement. If certification is denied, you may re-apply at any time. If certification is approved, the version of the product you submitted will remain certified for one year, as long as it stays compliant with the Certification Requirements that it was certified against, and you don’t change any product features. You must submit your product for recertification: (i) before its certification expires, (ii) when you issue a new version, or (iii) when you make any feature changes. We process certification applications in order of receipt, using commercially reasonable efforts to complete our review in a timely manner. Products that are submitted for certification with Premium Services will receive priority in processing.

2. **Other Services.** We offer “**Compliance Consulting**” services, whereby we provide support in understanding the Certification Requirements and addressing any product deficiencies in obtaining certification. We also offer “**Premium Services**,” which include all the services listed in the current [Fee Schedule](#). Premium Services Fees will begin to accrue from the date you submit your first product for certification, and Consulting Fees will accrue on an hourly basis. All Fees will be billed monthly, and payment will be due net 30. Additional details regarding Fees and terms related to our services are included in the current Fee Schedule.

3. **Obligations and Restrictions.** For the term of this Agreement, you agree as follows:

(a) If there are any material changes to the information you have provided us that may impact your certification, such as a change in your ownership, or any changes to a certified product, including to the product’s name, signing certificate, functions, or version number, you will promptly notify us and understand that your certification will terminate if the product is not submitted for recertification.

(b) You will keep each certified product in continuous compliance with the Certification Requirements that it was certified against, and the terms of this Agreement.

(c) If you purchase our services, you will timely pay the Fees set forth in the current Fee Schedule, and will provide complete and accurate information to ensure any Fees are calculated correctly.

(d) If you purchase Premium Services for any app, you will keep the list of products and services you distribute, support, or have licensed to or from third parties (e.g., white labels) in connection with such app updated with us. You may request that this list be deemed as your “Confidential Information” under the terms of this Agreement. If we determine that any such product or service violates any one of the current AppEsteem Deceptor Requirements (a “**Deceptor**”), we will notify you, and we will generally wait 30 days from the date of such notification before we publicly designate the product or service as either an active Deceptor, or one that has remediated its deceptive behavior. You agree to work in good faith to remediate any such Deceptor promptly after notification from us of its status. In some circumstances, we may publicly designate a product or service as a Deceptor without any prior notice, including if we determine that: (a) the entity behind such product or service had previously been notified that the behavior violated a Deceptor Requirement; (b) the behavior in question may cause substantial harm to consumers; or (c) the suspected Deceptor is brought to our attention by a security company or other third party.

(e) If you purchase “Committed” Premium Services, you will submit all of your publicly available products to us for certification (and pay the related Fees) for the minimum “**Commitment Period**” set forth in the current Fee Schedule.

(f) You will not sell, or authorize the sale of, any white-labeled or other generically marked product that is similar to, or could reasonably be confused with, any other of your certified products, without our preauthorized written consent.

(g) You will not use any certified product, any data provided or obtained under this Agreement, our logo or certification icon, or association of your company with us, to do anything that, in our reasonable opinion, is likely to harm or deceive consumers or us, or in any manner that has been designed to violate any applicable law. If we find evidence of such behavior, we will notify you and, if you fail to correct or cease such behavior, we reserve the right to immediately terminate the certification of any product, and this Agreement, and to disclose information about such behavior that identifies you (including Confidential Information) to third parties.

4. Limited Licenses and Reservation of Rights. Upon our approval of your certified product, we grant you a limited, non-exclusive, non-sublicensable, and non-transferable license to use the AppEsteem logo and certification icon. You may include the logo and icon in any offers for a certified product (e.g., the landing page, shopping cart, etc.). Your right to use our logo will terminate with respect to any product when such product ceases to be certified. Any use of our logo and icon: (i) must not be misleading as to which of your products have been certified, and (ii) must follow our current [Logo Usage Guidelines](#). All goodwill derived from your use of our logo and icon will inure to our benefit.

5. Data Collection and License. In connection with our monitoring of your company and certified products, we may collect and generate various types of information, including: (i) “**Public Data**,” which includes any and all information that you provide or we collect in connection with your current, past, or pending certification (other than “Secured Data,” defined below), and through your interaction with our website (including the registration of any products on our website); and (ii) “**Secured Data**,” which includes information about you or your products that we collect from: (a) you regarding an app covered by our Compliance Consulting or Premium Services, other than data you submit through our website in conjunction with your application for certification recertification, or registration, (b) your compliance partner (an expert you have engaged to help your app meet our Certification Requirements, that is listed on our website as a “compliance partner”), (c) a member of our Better World Network that is currently or has previously provided support services or products for your app (e.g., a call center or payment processor), and (d) SRCL (if you have opted to include our electronic seal in your certified product). You hereby grant us a non-exclusive, worldwide, transferrable, irrevocable, royalty-free license to reproduce, distribute, publicly display, provide access to, make, create derivative works, and use the Public Data and Secured Data solely to the extent necessary for us to perform our obligations or exercise our rights under this Agreement. You further consent and agree to our collection of such information, and upon request, to provide a [Consent for Release of Information](#) to any compliance partner, or party within our Better World Network, with whom you do business.

6. Restrictions on Our Use of Data. We agree to restrict our use of Public and Secured Data as follows: (i) we may use or disclose Public Data and Secured Data in any form for any of our internal business purposes, without restriction and in our complete discretion; (ii) we may use or disclose Public Data, and anonymized Secured Data, for any of our business purposes, without restriction and in our complete discretion; and (iii) we may otherwise only disclose Public Data or Secured Data to a third party in a form that is not anonymized to provide such information back to you, to provide Secured Data to certain security companies, and otherwise as set forth in this Agreement. We provide Public Data under our [Terms of Use](#) and [API License Agreement](#), and we provide Secured Data under our [Secured Data License Agreement](#). These agreements provide restrictions on use of the Data, are available on our website at <http://appesteem.com/documents.html>, and may be modified and amended by us in our sole discretion without notice to you. Although we request that security companies agree to these terms, we do not control and have no liability to you or any party for the determination or action of any security company.

7. Termination of Certification; Appeal. If we suspect or have determined that your certified product no longer complies with the Certification Requirements, we will notify you, and you agree to promptly resolve the non-compliance. If you do not resolve such non-compliance to our satisfaction, we may terminate your certification and this Agreement, in our sole discretion. If you have purchased a Premium Services plan for a certified product that is active on the date of our termination of the certification, and you believe, in good faith, that our decision to terminate such certification was: (i) based on incorrect information, (ii) inconsistent with the terms of this Agreement, or (iii) otherwise in error, you may, within 10 days of our first notice of termination, file a request for appeal of our decision, which must describe in detail the basis for your appeal. Upon receipt of your request, we will contact you and determine the arbitration body. The arbitration body will be comprised of a panel of no less than three individuals, in which one arbitrator will be selected by each of you and us, and those two arbitrators will select the third arbitrator. You will be responsible for all arbitration costs and fees. The arbitration body may assign such fees, in its sole discretion, to the losing party as part of its final determination. We may indicate on our website or otherwise provide notification to third-parties that your certification has been terminated, and that you are appealing termination.

8. Term and Termination; Survival. This Agreement is effective as of the date you have electronically or manually agreed to its terms, and will continue until it is terminated. Either party may terminate this Agreement: (i) for any or no reason upon 30-days' advance written notice to the other party; or (ii) immediately, if the other party materially breaches this Agreement and does not cure such breach within five business days of written notice of the breach from the non-breaching party. If you have purchased Committed Premium Services, and terminate this Agreement prior to completion of your Commitment Period, you must pay all Fees due for such Commitment Period on termination of this Agreement. Any terms of this Agreement that, by their nature or express terms, contemplate continuing effectiveness, including, without limitation, relevant terms set forth in Sections 3.2, and 5 – 14 will survive termination of this Agreement. On termination, the certification of any of your products and all licenses granted to you hereunder will cease. You understand and agree that we will retain ownership of and rights to use the Public Data and Secured Data after termination of this Agreement.

9. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR LOGO AND ICON, CERTIFICATION, AND OUR SERVICES, ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OR ABSENCE OF ERRORS WHETHER OR NOT KNOWN OR DISCOVERABLE, OR THAT ANY SUCH ERRORS WILL BE CORRECTED. WE DO NOT CLAIM OR GUARANTEE THAT OUR LOGO OR ICON, CERTIFICATION, OR OUR SERVICES WILL BE AVAILABLE TO YOU WITHOUT INTERRUPTION, AND NO ADVICE, INCLUDING THROUGH OUR CONSULTING SERVICES, PROVIDED BY US TO YOU WILL CREATE A WARRANTY OF ANY KIND UNDER ANY JURISDICTION. WHERE AND TO THE EXTENT DISCLAIMERS OF WARRANTIES ARE NOT ALLOWED IN FULL OR IN PART, ALL OR PART OF THIS DISCLAIMER MAY NOT APPLY TO YOU.

10. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES IN CONNECTION WITH OUR LOGO OR ICON, CERTIFICATION, THIS AGREEMENT, OR OUR SERVICES, INCLUDING FROM TERMINATION OF ANY OF THE FOREGOING, AND INCLUDING ANY LOSS OF BUSINESS, PROFITS, DATA, OR GOODWILL OR INTERRUPTION OR WORK STOPPAGE. IN NO EVENT, UNDER ANY CIRCUMSTANCES, WILL OUR AGGREGATE LIABILITY IN CONNECTION WITH OUR LOGO AND ICON, CERTIFICATION, THIS AGREEMENT, AND OUR SERVICES, INCLUDING FROM TERMINATION OF ANY OF THE FOREGOING, WHETHER FROM CONTRACT OR TORT OR OTHERWISE, EXCEED THE GREATER OF ANY AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT IN THE THREE-MONTH PERIOD PRIOR TO THE INCIDENT THAT GAVE RISE TO THE LIABILITY, OR ONE HUNDRED (\$100) U.S. DOLLARS. THESE LIMITATIONS FORM AN ESSENTIAL BASIS OF THIS AGREEMENT, AND WE WOULD NOT ENTER INTO THIS AGREEMENT ON THESE TERMS, IF THESE LIMITATIONS OF LIABILITY WERE NOT INCLUDED.

11. **Confidentiality. “Confidential Information”** includes information about you, or your business, technology, or customers, that you provide to us that: (a) is not Public Data or Secured Data (other than as set forth in Section 3, above), and (b) prior to our receipt of such information: (i) you have requested in writing that the information be held by us as “Confidential Information,” (ii) we have agreed in writing to such request, and (iii) if the information is in writing, it is marked with the word “Confidential.” Confidential Information will not include any information that: (a) is or later becomes publicly available for reasons other than breach of this Agreement by us; (b) is obtained by us without restriction on further use or disclosure from a third party without a breach of such third party’s obligations of confidentiality; or (c) is independently developed by us without use of or reference to your Confidential Information. We will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information, and will use the Confidential Information only for the purpose of performing our obligations and exercising our rights under this Agreement (including as set forth in Section 3(g), 4 and 5), and for no other purpose, except with your prior consent. We may disclose Confidential Information to the extent required by law or valid order of a court or other governmental authority.

12. **Governing Law; Severability; Waivers; Headings; Remedies Cumulative; Independent Contractors.** This Agreement is governed by Washington law, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any action to enforce this Agreement must be brought in the federal or state courts sitting in the State of Washington. The invalidity or unenforceability of any term of this Agreement in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms or the validity or enforceability of such term in any other situation or in any other jurisdiction. Our failure or delay to enforce any provision of this Agreement will not constitute a waiver, and any waiver of a breach or default shall not be construed as a waiver of a subsequent breach or default. The headings contained in this Agreement shall not be considered in the interpretation of this Agreement. Our rights and remedies for breach of this Agreement are cumulative. Our relationship with you is solely that of independent contractors, and no agency, partnership, employment, joint venture, or other relationship is established between us and you under this Agreement.

13. **Compliance with Laws.** You will comply with all applicable laws in the performance of your obligations and exercise of your rights under this Agreement. If you include our electronic seal in your certified product, you will not export, re-export, or provide access in any manner to such seal to any country, person, or entity subject to United States export restrictions or export restrictions of any country. Without limiting the generality of the foregoing, you will comply with all applicable information privacy and data protection laws with respect to your use, collection, transmission, or other processing of all data (including Public Data and Secured Data) under this Agreement. Moreover, if you opt to include our electronic seal in any product, you will inform all end users of such product about our collection and use of data through the seal. You represent, warrant, and covenant that our collection, use, disclosure, and processing of all data under this Agreement (including Public Data and Secured Data) does not and will not violate any applicable law to which you are subject (including applicable information privacy and data protection laws) and will not violate the terms of your privacy policy, terms of use, or any contract to which you are bound, and you hereby provide us all rights, title, and license to all such data, consistent with the terms of this Agreement.

14. **Complete Agreement; Amendments.** This Agreement, together with its exhibits and any documents incorporated herein by reference, including the Fee Schedule and Certification Requirements, forms the complete and final agreement between you and us regarding the subject matter hereof and thereof, and supersedes and replaces any and all previous agreements between you and us regarding the same. We may modify or amend the terms of this Agreement, or other documents incorporated herein by reference, in the future. If we make a material change to this Agreement, or other documents incorporated herein by reference, we will publically post the change, and it will become effective and binding upon you 30 days after it is posted. If you need more than 30 days to comply with such change, you may send a written request for an extension to legal@appestem.com, which request will not be unreasonably denied.

15. Assignment; Notices; Signatures. You may not assign this Agreement without our prior written consent. Both parties hereto agree to receive electronic notices from the other party, which must be sent by email to us at legal@appesteem.com, and to you at the email account you have registered with us. Notices are effective on the date sent. This Agreement may be executed in counterparts, each of which shall be an original and together shall constitute a single agreement. Such execution may be satisfied by procedures we may establish from time to time for execution and delivery of any documents, including, without limitation, the “click-through” acceptance through a website we maintain, which will have the same force and effect as a manual signature.