

These Terms of Use were last updated on December 8, 2017.



TERMS OF USE

We are glad to see you using our website to access the information and services we offer. Your access and use of our website, including information about our Certification and Deceptor programs, and our Better World Network, is provided under these Terms of Use (“**Terms**”). In these Terms, “**we**” or “**us**” refers to AppEsteem Corporation (“**AppEsteem**”), located at 655 156th Ave SE, Suite 275, Bellevue, WA 98007.

We offer many different services, and sometimes additional terms and restrictions may apply under various agreements for these services included on our website at www.appesteem.com. Such additional agreements become part of these Terms if you use those services. If you have any questions about any of our services, please send an email to info@appesteem.com.

By accessing this website and using our services, you are agreeing to these Terms. Please read the Terms carefully, and do not use this website or our services if you do not agree to all of the Terms.

The Public Data

In these Terms, “**Public Data**” refers to information we provide on our website about our Certification and Deceptor programs, which represent opposite ends of the consumer protection spectrum:

- **The AppEsteem Certification Program** identifies software products and services that have met 100% of the [AppEsteem Certification Requirements](#) and that we believe engage in clean, safe, and appropriate behavior that is fair to consumers.
- **The AppEsteem Deceptor program** identifies software products and services that have violated at least one of the [AppEsteem Deceptor Requirements](#), which we believe include key identifiers of deceptive and risky behavior that could harm consumers.

The Public Data may include names of companies that have certified products, software products or services we have certified (collectively, “**Certified Products**”), our electronic “**seal**” data to identify Certified Products, products or services we believe have violated one of our Deceptor Requirements, which we call “**Deceptors**,” and products or services that are not currently identified as Deceptors but that we believe fail to meet our Certification Requirements (“**Non-Certified Products**”), additional data regarding our analysis of the foregoing, information regarding de-certification of Certified Products, and general communications regarding our Certification and Deceptor programs. We believe that these programs will help protect consumers and encourage software vendors to build software products with clean behavior. Therefore, we are offering the Public Data on our website for free, subject to these Terms.

The Better World Network®

The Better World Network is an online marketplace on this website that lists various “**Better World Members**” that provide products and services in the software monetization industry. To join the Better World Network, companies must commit to maintaining ethical business practices. In addition, some of our Better World Members must go through a certification process to ensure their services are in compliance with our requirements. We hope the Better World Network will help encourage and

incentivize vendors to certify their products with us, which we believe will drive ethical practices and protect consumers.

Use of this Website

Our website, including the Public Data and Better World Network, may not be misused by you and may only be used as permitted by law (including applicable export and re-export control laws and regulations). Using this website, registering for an account, or accessing any information we post does not give you ownership of any intellectual property rights in such website, data, account, or information. Other than as set forth below, you are not granted any rights to use our logo, branding, or other information we provide. In addition, you may not remove, obscure, or alter any legal notices that we provide on this website, including in the Public Data or Better World Network.

All intellectual property rights, which include copyrights, patents, trademarks, and trade secrets, provided on or in connection with our website (including the Public Data and Better World Network), are either owned exclusively by us or other parties whom we have licensed those rights from, or we have otherwise acquired or believe that we possess appropriate rights to use such intellectual property. Except as expressly permitted below, you may not copy, create derivative works of, distribute, publicly display, publicly perform, sell, or lease any part of our website (including the Public Data and Better World Network), and you may not reverse engineer or attempt to extract the source code of the same, unless laws prohibit these restrictions or you have our written permission.

Limited License to Use Our Website

To the extent legally permissible, we hereby give you a worldwide, royalty-free, non-assignable, non-exclusive, fully-revocable, limited license to use and access this website, subject to the following restrictions:

1. You may not use or access this website to build a similar or competitive website, product, or service.
2. You may not license, sell, rent, lease, host, or otherwise commercially exploit this website, or any information or services on this website, or use anything on this website competitively against AppEsteem or otherwise in a commercial manner.
3. You may not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of this website.
4. Services provided to you under the terms of a separate agreement with us will remain subject to the terms of such agreement. For example, our Certification and Deceptor Requirements, and access to our restricted library of aggregated telemetry and behavioral data, are respectively provided under separate licenses. If there is any conflict between these Terms, and the terms relating to such separate agreement, then those separate terms will control for that conflict.

Limited License to Use the Public Data

To the extent legally permissible, we hereby give you a worldwide, royalty-free, assignable, non-exclusive, fully-revocable, limited license to use and access the Public Data (excluding any screen shots and other graphical representations of any third-party software applications), and under the terms of this license, you may:

1. Use the Public Data to protect yourself and others from, and inform others about, security and performance issues related to the behavior of certain software products and vendors;
2. Reproduce and share (but not sell) the Public Data, in whole or in part; and

3. Modify and create derivative works of the Public Data, and reproduce, distribute, and publicly display the Public Data that you have modified or changed.

Your exercise of these rights is subject to the following express conditions:

1. You may not use the Public Data to: (i) perform an action with the intent of harming AppEsteem, including through introduction of any virus, worm, malware, or other harmful items; (ii) unlawfully defame, abuse, or harm others; or (iii) develop, create, or commercialize a product or service that competes with our Certification and Deceptor programs.
2. If you share or republish the Public Data to any third party, whether or not you modified it, you must include an attribution notice, including: (i) a reference to the date of the Public Data, (ii) a link back to the source of the Public Data on our website, (iii) a list of any modifications you have made to the Public Data, and (iv) reference to these Terms (including specifically the disclaimer of warranties and terms of use of the Certification and Deceptor Data). In the interests of clarification, this requirement does not apply to the inclusion of Public Data in a Security Company's (defined below) product database used to provide protection to consumers. For your convenience, we have included a form of this attribution notice at the end of these Terms.
3. If you distribute or otherwise publicize any Public Data that you have modified, you must use a reasonable method to indicate that AppEsteem does not endorse and did not participate in any such modifications. For the avoidance of doubt, we are not providing you with consent to share the Public Data for compensation from any third party.
4. These Terms do not authorize you to use the Public Data to run any public or private comparative or performance test of a third-party security product. Therefore, you are prohibited from using the Public Data for such purposes, unless we have authorized this use in a separate written agreement with you.
5. You understand and agree to the following **Terms of Use of Deceptor Data**:
 - a. We use the term "**Deceptor Requirements**" to describe our requirements that represent a minimum bar that we believe all products and services must meet to avoid deceptive and risky behaviors that could harm customers, and we use the term "**Deceptor**" to describe products and services we believe have violated at least one of our Deceptor Requirements.
 - b. We have made commercially reasonable efforts to ensure the accuracy of our determination that a software product or service has violated one of the AppEsteem Deceptor Requirements. However, we do not guarantee the accuracy of our determination. If you believe we have made a mistake, please notify us.
 - c. If you are a company that is a provider of security-related (e.g., anti-virus) software or services that will use the Public Data as part of your decision to block or permit installation or use of software products on your customers' devices (or make recommendations to your customers about risks of using or installing software products) (a "**Security Company**"), we recommend that you carefully complete an independent review of any software products or services that we have labeled a Deceptor.
 - d. If a Security Company believes that a product or service could harm consumers after that independent review, we encourage that company to consider blocking the product or service from installing on a consumer machine, or warning the consumer about the risky

behavior. However, we will neither instruct nor direct any Security Company to take a specific action based on the Public Data, including our list of Deceptors.

- e. We have included information on our website for any company that has a product or service that has been labeled as a Deceptor, including instructions on how to use the freely-available Deceptor Requirements to identify their deceptive behavior, and how to submit their product or service for a free reevaluation by us.
 - i. If we determine the product or service no longer violates a Deceptor Requirement, we will mark the issue as resolved on our website, and remove the product or service from our current Deceptor list. We encourage Security Companies to reevaluate the product or service if it has been removed from the current Deceptor list, and act on their own independent assessment to determine if the issue has been resolved.
 - ii. If the product or service continues to violate a Deceptor Requirement, we will continue to identify the product or service as a Deceptor, and notify the company, which will then have the opportunity for continue to resubmit their product or service for a free reevaluation by us.
- f. **A determination to take any action regarding software products or services we label as a Deceptor must be based on your own independent assessment and investigation, and will be at your sole discretion and risk.**

6. If you are a Security Company, you understand and agree to the following **Terms of Use of Certification Data by Security Companies:**

- a. You agree to implement necessary processes and act in good faith to honor such designation and allow the Certified Product to pass through your detection without being generically or heuristically blocked from operation. If you choose to not include these processes, and not to honor the designation of a Certified Product in any one or more of your products or services, you agree to notify us as to the reason why you chose to block the Certified Product.
- b. You agree to not use the Public Data identifying a company that has a Certified Product, or a Certified Product, as a basis for blocking or otherwise identifying such company or Product, except with regard to:
 - i. Our identification of a Certified Product as “consumer-only,” in which case you may, at your option, block such product in your designated enterprise product; and
 - ii. A company’s identification of the Certified Product as being limited to a specific category of end user (which may include a category of age appropriateness), in which case you may, at your option, block such product in other relevant specific categories, at the designation of your customer.
- c. A determination to take any action regarding a Certified Product (or Non-Certified Product or service) will be at your sole discretion and risk. You retain the right to use the Public Data as part of your decision to block or permit installation or use of software products on your customers’ devices (or make recommendations to your customers about risks of using or installing software products), for any actionable reason. However, if you block a Certified Product, you agree to notify us of such block as soon as possible, and provide us with the

actionable reason for such block. You further agree to work with us and the blocked vendor in good faith to remediate the reason for your block.

- d. We may include information about Non-Certified Products or services on our website, and may identify one or more Certification Requirements that we believe such Non-Certified Products or services fail to meet. We include this data for informational purposes only, and our list of Non-Certified Products or services will not be used by you as an indication that any such product or service is a Deceptor, that any such product or service may or may not become a Certified Product, or that we have included a complete list of any such Non-Certified Product or service's compliance with our Certification Requirements. You agree to carefully complete an independent review of any such information to make an independent determination before you act on any such data.

Disclaimer of Warranties

We provide the information on our website (including the Public Data and Better World Network) for free to you. However, there are certain things that we do not guarantee or claim about this website (or the Public Data and Better World Network):

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THIS WEBSITE AND OUR SERVICES, INCLUDING THE PUBLIC DATA AND BETTER WORLD NETWORK, UNDER THESE TERMS OF USE AS IS AND AS-AVAILABLE, WITHOUT ANY REPRESENTATIONS OR WARRANTY OF ANY KIND COVERING OUR WEBSITE OR SERVICES, INCLUDING THE PUBLIC DATA AND BETTER WORLD NETWORK, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OR ABSENCE OF ERRORS, WHETHER OR NOT KNOWN OR DISCOVERABLE. NO ADVICE PROVIDED BY US TO YOU WILL CREATE A WARRANTY OF ANY KIND UNDER ANY JURISDICTION, AND WE SPECIFICALLY DO NOT PROVIDE ANY ADVICE ABOUT TAKING ANY SPECIFIC ACTION REGARDING OUR WEBSITE OR SERVICES, INCLUDING THE PUBLIC DATA AND BETTER WORLD NETWORK. WHERE DISCLAIMERS OF WARRANTIES ARE NOT ALLOWED IN FULL OR IN PART, THIS DISCLAIMER MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE FOR ANY INTERRUPTION OR DAMAGE TO YOUR BUSINESS, OR FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM (OR RELATED TO) THIS AGREEMENT, OR YOUR USE OF OUR WEBSITE OR SERVICES, INCLUDING THE PUBLIC DATA OR BETTER WORLD NETWORK, OR OTHERWISE IN CONNECTION WITH THESE TERMS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, COSTS, EXPENSES, OR DAMAGES. IN NO EVENT, UNDER ANY CIRCUMSTANCES, WILL OUR AGGREGATE LIABILITY TO YOU IN CONNECTION WITH OUR WEBSITE OR SERVICES, INCLUDING THE PUBLIC DATA AND BETTER WORLD NETWORK, WHETHER FROM CONTRACT OR TORT OR OTHERWISE, EXCEED THE AMOUNT OF FIFTY (\$50) US DOLLARS. THIS LIMITATION OF LIABILITY IS CRITICAL TO US, AND FORMS AN ESSENTIAL BASIS OF THIS AGREEMENT AND OUR RELATIONSHIP WITH YOU, AND WE WOULD NOT ENTER INTO THIS AGREEMENT ON THESE TERMS IF THE LIMITATIONS OF LIABILITY WERE NOT INCLUDED.

The disclaimer of warranties and limitation of liability provided above will be interpreted in a manner that, to the extent possible, most closely approximates an absolute disclaimer and waiver of all liability.

Equitable Remedy

Any material breach of these Terms by you, or your directors, officers, employees, affiliates, or other representatives may cause immediate and irreparable harm, for which monetary damages would be inadequate or difficult to ascertain. You therefore agree that upon the existence of any such breach or threatened breach, we may immediately seek a temporary restraining order or other appropriate form of equitable relief, without posting a bond or other form of security, from any court having jurisdiction over the matter. This paragraph will not limit our rights to obtain monetary damages in addition to or as substitution for such equitable relief.

Business Use and Indemnification

If you are accessing this website (including accessing the Public Data or Better World Network) on behalf of a business, either directly or through a registered account, you represent and warrant that you are authorized to do so and that such business accepts these Terms. **In addition, you represent and agree that such business will hold harmless and indemnify AppEsteem and its affiliates, officers, agents, and employees from any claim, suit, or action arising from or related to your use of our website (including use of the Public Data and Better World Network), or violation of these Terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs, and attorneys' fees. If you are a Security Company and have executed the Secured Data Agreement with us, the indemnification provision in such Agreement supersedes the foregoing provision.**

Your AppEsteem Account

You are required to register for an account, or complete an application, to use some of the services, including to register with us or apply to have a software product certified by us. Although you are not obligated to complete this registration or application once you start it, please understand that the information you fill into the registration or application form, regardless of whether you submit it, is considered by us to become **"Account Information."** In accessing such registration or application form, you are committing to us that you have proper authority from your company to provide the Account Information to us. You may delete your account with us at any time, for any reason.

By providing any Account Information, feedback, suggestions, recommendations, or otherwise providing information on this website, you give us (and our affiliates) an irrevocable, worldwide, royalty-free, assignable, and non-exclusive license to reproduce, distribute, publicly display, prepare derivative works of, and otherwise use such information, for our business purposes. This license continues even if you stop using this website or any of our services. Therefore, please ensure that you have the necessary rights to grant us this license for any information, including Account Information, feedback and recommendations, that you submit or provide to us.

You are responsible for maintaining the confidentiality of your account login information, and for any activities that occur under your account. If you learn of any unauthorized use of your account login information, or other access to your account, please contact us as soon as possible.

Modifying and Terminating this Website or the Public Data

We are constantly changing and improving this website (including the Public Data and Better World Network), and we reserve the right to make any such changes, or suspend or terminate this website, or your account, at any time, in our sole discretion, without any liability or notice to you. You may stop using our website (including the Public Data and Better World Network), at any time in your sole discretion.

Notwithstanding the foregoing, if you are a Security Company that has executed the API License Agreement, and such Agreement is current in effect, if we cease to provide the Public Data on our website, we will use our best efforts to notify you in writing at the email address listed in your Security Company registration, no later than 30 days prior to such termination.

Privacy and Copyright Protection

We respect your privacy and encourage you to read our [Privacy Policy](#), which explains how we treat your personal data and protect your privacy when you use this website. By accessing our website (including accessing the Public Data or Better World Network), you agree that we may use such data in accordance with our Privacy Policy.

We respect the intellectual property of others and ask that you do the same. We will respond to notices of alleged copyright infringement and terminate registered accounts or access to this Website of repeat infringers according to the process set forth in the U.S. Digital Millennium Copyright Act. If you think that someone is violating your copyright, or that of another party, please submit a notification to us at legal@appesteem.com.

Parental Control Protections

Pursuant to Title 47 U.S.C. § 230(d), we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from the [Internet Education Foundation](#) and the [Federal Trade Commission](#). Please note that we are not affiliated with and do not endorse any of the products or services listed on such sites.

General Information About These Terms

We may revise or amend these Terms at any time, in our discretion. We recommend that you review these Terms regularly, and we will post a notification on this page in and when our Terms materially change. Any material changes that we make to these Terms will become effective no sooner than 10 days after they are posted, unless such changes are legally required to be made immediately effective. If you do not agree with any changes we make, please discontinue your access and use of our website and our services.

Notwithstanding the foregoing, if you are a Security Company that has previously registered with us and has executed the API License Agreement, and such Agreement is current in effect, if we make any material changes to these Terms, we will notify you in writing at the email address listed in your Security Company registration, and the change to these Terms will become effective 30 days from the date of such notice, unless you notify us in writing that you do not agree to such change within that 30-day period, in which case, please discontinue your access and use of our website and our services.

These Terms are between AppEsteem and you, and do not create any third-party beneficiary rights.

The sections titles in these Terms are for convenience only and have no legal or contractual effect.

If you click on any link to a third-party website from this Website, please note that these websites are not under our control and we have not reviewed such websites and are not responsible for the content. We provide links to third-party sites only as a convenience and for informational purposes, and the inclusion of such links does not imply AppEsteem endorsement of the site, the organization operating

such site, or any products or services of such organization. A visit to any third-party website or page from our website via any such link is done entirely at your own risk.

Our failure to exercise or enforce any right or provision of these Terms is not a waiver of such right or provision.

If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so it is valid and enforceable to the maximum extent permitted by law.

The laws of the State of Washington, not including any conflict of laws rules, will apply to any disputes arising out of or in relation to these Terms, or our website (including the Public Data and Better World Network). Any claims arising out of or relating to these Terms, our website (including the Public Data and Better World Network), will be brought exclusively in the federal or state courts of King County, Washington, USA, and both you and we agree to submit to the personal jurisdiction of such courts.

ATTRIBUTION NOTICES

If you provide the Public Data to any third party, whether or not you modified it, you must include an AppEsteem attribution notification, which must include a reference to the date of the Public Data, a link back to the source of the Public Data, a list of any modifications made to the Public Data, and reference to these Terms.

1. **For Unmodified Data:** This list of AppEsteem Certified Products, Uncertified Products or services, Deceptors, and related information, was provided by AppEsteem Corporation [**Include Hyperlink to Source**] on [**Date of Source**] and is licensed under the AppEsteem Terms of Use, which includes a specific disclaimer of warranties and waiver of liability that applies to this information. Any access and use of this information is subject to the user's sole judgment and at their sole risk.
2. **For Modified Data, Add to Foregoing Attribution:** This information has been modified by [Company Name], and any such modifications have not been reviewed, and are not approved or endorsed, by AppEsteem Corporation, and AppEsteem Corporation will not be liable for any such modified data, including any inaccuracies contained therein.