

IDESG SELF-ASSESSMENT LISTING SERVICE ("SALS")
SUPPLEMENTAL TERMS OF USE (for Production Phase SALS)

DRAFT March, 2016

Please note: This draft may be modified during the SALS program's alpha testing period. IDESG representatives working with alpha testers may give you modified forms or modified instructions, which would override these instructions for purposes of the testing period.

Identity Ecosystem Steering Group, Inc. ("IDESG") operates the IDESG Self-Assessment Listing Service (the "SALS") as a publicly accessible registry designed to allow Identity Ecosystem Service Providers ("Service Providers") to self-assert their compliance with the Identity Ecosystem Baseline Requirements ("Baseline Requirements"). A Relying Party (that is, the owner or operator of a web site or application that authenticates an identity credential) may also register with the SALS as a Service Provider.

These Supplemental Terms of Use ("Supplemental Terms of Use") are legally binding on all users of the SALS ("Users"), including Service Providers that apply for listing in the SALS. "Service Providers" include not only those who desire to be listed as fully compliant with the Identity Ecosystem Baseline Requirements ("Fully Complying Providers"), but also those who are in the process of becoming fully compliant ("Reporting Providers"). Agreement to these Supplemental Terms of Use also includes your agreement to the IDESG website's General Terms of Use.

The SALS is provided to the public for general information purposes only, and it is only an indicator of a Service Provider's asserted conformity to the Baseline Requirements. The SALS is not intended to be relied upon as a definitive statement of a Service Provider's performance against the Baseline Requirements or any other standards. IDESG does not endorse Service Providers who self-assess themselves against the Baseline Requirements. Because the SALS is a listing service for self-assessments by Service Providers, the IDESG conducts only a limited review of applications submitted by Service Providers. It does not independently validate or confirm the information submitted through the SALS application process. For more information, please refer to the Application Instructions and Attestation Form. While the IDESG respects the rights of third parties, we do not respond to inquiries regarding the content of a Service Provider's listing. IDESG requests that SALS Users inquire with the relevant Service Provider by using contact information provided in the SALS.

<1> Terms Related to Service Providers that Apply for Listing in the SALS

<1.1> General Matters

<1.1.1> Service Providers that apply for listing in the SALS have duties and rights in their relationship with IDESG that are set forth in the combination of the General Terms of Use and these Supplemental Terms of Use, and they are strongly encouraged to review both

sets of terms prior to participation in, or use of, the SALS program and the SALS portion of the IDESG website.

<1.1.2> By applying for or maintaining a SALS listing, Service Provider acknowledges and agrees to the following terms. Furthermore, Service Provider is deemed to agree to the most recent version of these Supplemental Terms of Use each time it accesses or uses the SALS website or SALS Listing Pages. These Supplemental Terms of Use incorporate by reference the IDESG site General Terms of Use posted at: <https://www.idesg.org/Terms-of-Use>.

<1.2> The SALS Listing Process

<1.2.1> All Service Providers must comply with all instructions set forth in the most current Application Package ("Application Package") and perform a self-assessment of their conformity to the Baseline Requirements using the Self-Assessment Matrix.

<1.2.2> The IDESG maintains two separate listings — Reporting Providers and Fully Complying Providers. After a Service Provider has completed the Self-Assessment Matrix:

<1.2.2.1> Service Provider will indicate on its Self-Attestation that it is working toward compliance with the applicable Baseline Requirements (a "Reporting Provider"); or

<1.2.2.2> Service Provider will indicate on its Self-Attestation its assertion that it fully complies with all applicable Baseline Requirements (a "Fully Compliant Provider").

<1.2.3> After Service Provider has uploaded (a) its Application, (b) its Self-Assessment Matrix and (c) its Self-Attestation (collectively, "Application Information"), IDESG will perform a limited review of the Application to attempt to verify the authenticity of the submission and that the Application is complete. IDESG will then upload the Self-Assessment Matrix to the SALS.

<1.2.4> IDESG may refuse to post, or may delete, any Application Information that in its sole judgment violates these Terms, is inaccurate or otherwise is ineligible for inclusion in SALS.

<1.2.5> Service Providers must cooperate with IDESG and provide any additional information reasonably requested by IDESG in the course of its review of Service Provider's submission, and any other information that IDESG deems necessary from time to time to maintain the SALS.

<1.2.6> Service Provider must update its listing at least on an annual basis, and ensure that its listing promptly reflects any material changes to its policies, procedures, systems, or operations.

<1.2.7> IDESG may mark any listing that has not been updated in 365 days as "expired," and may remove from the SALS any such expired Self-Assessment Matrix ninety (90) days following such expiration, if the listing has not been updated.

<1.2.8> After IDESG has posted Service Provider's Self-Assessment Matrix on the SALS website, Service Provider may indicate on its website and in its promotional material that, "*[Service Provider]'s Self-Assessment of compliance with the Identity Ecosystem Baseline Requirements is posted in the Identity Ecosystem's Self-Assessment Listing Service, at <http://j.mp/idesgSALS>*", and Service Provider may publish a link to the page of the SALS website where its Self-Assessment Matrix is posted. However, if Service Provider is no longer listed on the SALS, has not updated its Application Information within the prior 365 days, or has not updated its Application Information to reflect material changes as required under Section 1.2.6, it must promptly remove any such reference from its website and cease conducting such promotional activities.

<1.2.9> IDESG reserves the right at any time to begin charging fees for posting to, and maintaining listings on, the SALS.

<1.2.10> IDESG is under no obligation to post all or any part of the information that it receives from Service Provider. The use of Service Provider's information in the SALS program is subject to change from time to time at IDESG's discretion, and IDESG reserves the right to select the Service Provider's information that it will include and display in the SALS, subject to the terms of the SALS Data Use and Handling Policy as it is approved and posted by IDESG from time to time. The SALS Data Use and Handling Policy is incorporated by reference into these Supplemental Terms of Use as part of the agreement.

<1.3> Rules about SALS Listings

<1.3.1> Service Provider is solely responsible for all Application Information and other information that it provides as part of or in connection with the SALS program.

<1.3.2> Service Provider agrees that it will not submit any Application Information or post any content or material as prohibited by the General Terms of Use.

<1.3.3> Service Provider agrees that it will not: (a) share or transfer its SALS program password or other information that allows a third party to make modifications to the Application Information; (b) tamper with, or otherwise use areas of the SALS website other than as expressly authorized in these Supplemental Terms of Use; or (c) upload to the SALS program as Application Information or otherwise, any file or link that Service Provider knows or has reason to know does not comply with these Supplemental Terms of Use, or that contains a virus, malicious computer code, or any other similar software or program that may adversely affect the operation of a computer; or (d) use the SALS in any way that is not in accordance with any applicable law.

<1.3.4> IDESG may suspend, remove, or permanently bar from participation in the SALS program, without notice and in its sole discretion, any Service Provider that violates

these Supplemental Terms of Use or applicable law, and IDESG will have no liability for any such suspension, removal, or bar.

<1.4> Service Provider Warrants and Represents That:

<1.4.1> It owns or has the rights to use the Application Information that it submits or posts on the SALS, the Application Information is not confidential or trade secret information of Service Provider or any third party, and it has the right and authority to post the Application Information without any restriction;

<1.4.2> Its Application Information is true, accurate, correct, complete and up-to-date, as of the dates it has specified as applicable to such information, and will remain such as long as it is included in the SALS; and

<1.4.3> Its provision, and IDESG's display or other use, of the Application Information will not breach any law, regulation or contractual obligation owed by Service Provider to a third party, or violate the patents, copyrights, trademark rights, trade secrets, or any other intellectual property rights, contract rights or other rights of any person or entity.

<1.5> Indemnification

<1.5.1> Service Provider agrees to indemnify, defend, and hold harmless IDESG and its officers, employees, agents, contractors and representatives now and in the future as provided in the General Terms of Use.

<1.5.2> If Service Provider is a government entity (including a public college or university), then this Section 1.5 shall apply only to the extent that it is not prohibited by law.

<2> Terms Related to Users in General

<2.1> General Matters

<2.1.1> These Supplemental Terms of Use do not create a contract between or among Service Providers and other Users, which is a matter left to separate agreement between such parties. These Supplemental Terms of Use simply document the relationship between Users and IDESG, and no third-party beneficiary rights are created hereby.

<2.2> User's Agreement

<2.2.1> In consideration for IDESG's provision of the SALS, Users agree to these Supplemental Terms of Use, and the IDESG website General Terms of Use posted at: <https://www.idesg.org/Terms-of-Use> and incorporated by reference to these Terms.

<2.2.2> Users are deemed to agree to the most recent version of these Supplemental Terms of Use as posted from time to time at: https://wiki.idesg.org/wiki/index.php?title=SALS_Supplemental_Terms_of_Use each time they access or use the SALS website or SALS listing pages.

<3> Rights to and Handling of Information

<3.1> License and Use of Application Information

<3.1.1> By submitting Application Information and other information relating to the SALS program, Service Provider hereby grants to IDESG a limited, non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use, modify (for formatting purposes), publicly display, reproduce, and distribute such information, all without the need to obtain any third party's permission. This license includes the right to host, index, cache, and tag that information, as well as the right to post it on any media or platform known or hereinafter developed.

<3.1.2> Service Provider agrees that IDESG may, and is entitled to, appoint one or more third-party service providers to use the data in accordance with the IDESG SALS Data Handling and Use Policy.

<3.2> Intellectual Property

<3.2.1> IDESG is the owner of any copyright, patent, trademark, and any other intellectual property rights in the SALS website and SALS materials, and in any other material presented as part of the SALS program, other than Service Provider's Application Information. No portion of the IDESG SALS program website or SALS materials may be reproduced or used in any manner, or for any purpose, without IDESG's express written permission, except as specifically set forth in these Supplemental Terms of Use or the Application Package.

<3.2.2> IDESG owns the trademark "IDESG" and all names, logos, trademarks, or service marks posted on the IDESG website or contained in the IDESG SALS program. None of these names, logos, or marks may be used without IDESG's prior written approval.

<3.2.2.1> Any and all trademarks or service marks that Service Providers present in conjunction with the SALS service are owned by, and their use shall inure to the benefit of, their respective owners.

<3.2.2.2> Each Service Provider and User retains all right, title, and interest, including all intellectual property rights, in the information it provides to the SALS program.

<3.2.2.3> If Service Provider uploads a trademark, service mark, company logo, or similarly protected mark ("Mark") to the IDESG SALS website for display in connection with its own Application Information, it grants IDESG a limited, non-exclusive, and revocable license to use and display such Mark in connection with the SALS program, and for publicity and marketing purposes to the general public, as long as Service Provider is listed on the SALS website.

<3.3> Feedback; License Granted. Service Providers and SALS Users have no obligation to provide IDESG any suggestions, comments or other feedback in any form ("Feedback") relating to the SALS program. However, any Feedback that is voluntarily provided may be used in any manner and without restriction by IDESG in the SALS program and in any other IDESG pro-

grams. If you do provide IDESG with Feedback, you: (a) grant IDESG a non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to freely reproduce, license, distribute, and otherwise use such feedback in any IDESG program or service; and (b) agree that you will not give IDESG any Feedback that you have reason to believe is subject to any patent, copyright or other intellectual property claim or right of any third party.

<4> No Liability

<4.1> WHENEVER A USER ACCESSES OR USES THE SALS SITE, AND WHENEVER A SERVICE PROVIDER APPLIES FOR OR MAINTAINS A SALS LISTING, THE USER OR SERVICE PROVIDER IS DEEMED TO ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY HEREIN ARE FUNDAMENTAL TERMS OF THE SALS SERVICE AND ARE FAIR AND REASONABLE ALLOCATIONS OF RISK WITH REGARD TO THE RELATIONSHIP BETWEEN THE USER AND SERVICE PROVIDER, THE BENEFITS RECEIVED BY THE USER AND SERVICE PROVIDER, AND THE OBLIGATIONS IMPOSED ON THE USER AND SERVICE PROVIDER UNDER THESE SUPPLEMENTAL TERMS OF USE, AND WITH THE UNDERSTANDING THAT IDESG WOULD NOT OFFER ACCESS OR USE OF THE SALS SERVICE BUT FOR SUCH LIMITATIONS OR EXCLUSIONS OF LIABILITY.

<4.2> IDESG DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SALS SERVICE. THE SALS IS PROVIDED "AS IS" WITHOUT ANY WARRANTY (EXPRESS OR IMPLIED) OF ANY KIND.

<4.3> SERVICE PROVIDERS AND OTHER USERS AGREE THAT THEIR USE OF THE SALS PROGRAM IS AT THEIR OWN RISK AND THAT THE SALS IS PROVIDED ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE".

<4.4> IN NO EVENT SHALL IDESG'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RELATED TO, OR CONNECTED WITH ANY APPLICATION INFORMATION OF ANY SERVICE PROVIDER EXCEED THE GREATER OF (1) THE AMOUNT SUCH SERVICE PROVIDER PAID TO IDESG IN CONNECTION WITH SUCH APPLICATION INFORMATION, OR (2) ONE DOLLAR (US \$1.00).

<5> No Representations or Warranties

In addition to and not as a limitation of the foregoing, IDESG makes no representations or warranties (express or implied), guarantees, or conditions with respect to, or that may result or arise from or be related to:

<5.1> The Application Information, the content of any self-assessment, or other Service Provider confirmation information available on or through the SALS;

<5.2> Any Service Provider's or User's use, or inability to use, the SALS or its content, including claims for negligence, misrepresentation, unfair or deceptive practices, defamation, libel, slander, infringement, or other violation of rights;

<5.3> The accuracy, currency, truthfulness, availability, or timeliness of Application Information and other information made available through or derived from the SALS program, business interruption, mistakes, omissions, interruptions, deletion of files, errors, defects, delays in transmission, unavailability, interruption, breach of security, viruses, or other problems with the operation of the SALS website or related computing or network resources;

<5.4> The efficacy of the SALS, merchantability, satisfactory quality, fitness for a particular purpose, workmanlike effort, or that the SALS meets any specific requirements; or

<5.5> The absence or inadequacy of any risk assessment regarding, or formal review of, any Service Provider's compliance with the Baseline Requirements.

<6> Miscellaneous Provisions

<6.1> Interpretation. These Supplemental Terms of Use are to be interpreted according to Virginia law without regard to conflicts-of-laws principles. If there is any conflict between these Supplemental Terms of Use and any other terms posted on the IDESG Site with respect to the operation of the IDESG SALS program, these Supplemental Terms of Use will govern and supersede any such other terms.

<6.2> Severability. If any provision of these Supplemental Terms of Use is found by a court of applicable jurisdiction to be unlawful, void, or unenforceable, the provision will be deemed severed from these terms and will not affect the validity and enforceability of any remaining provisions. All parts of these Supplemental Terms of Use apply to the maximum extent permitted by relevant law. If a court holds any part of these Supplemental Terms of Use unenforceable as written, then IDESG may replace those terms or parts thereof with similar terms to the extent enforceable under relevant law and the rest of the agreements and terms contained here will remain in effect.

<6.3> Dispute Resolution. All disputes with IDESG regarding these Supplemental Terms of Use or the SALS program shall be resolved in accordance with the SALS Dispute Avoidance and Resolution Process. Disputes concerning a Service Provider should be directed to that Service Provider.

<6.4> Notifications.

<6.4.1> To Service Providers: IDESG may provide any notifications about the services or information that are required by law to Service Provider via email to the address specified by the Service Provider. Notices emailed will be deemed given and received when the email is sent.

<6.4.2> To Users: Notices to SALS Users will be posted on the appropriate parts of the SALS website.

<6.4.3> If either a Service Provider or a User cannot receive notices electronically, then they must stop using the service and notify IDESG. IDESG may be contacted by electronic mail sent to SALS@idesg.org.

<6.5> Entire Agreement. These Supplemental Terms of Use, together with the General Terms of Use, constitute the entire agreement between the parties concerning the SALS program and replace any prior understandings or agreements (whether oral or written) regarding the SALS program.

<6.6> Modifications. IDESG MAY REVISE THESE SUPPLEMENTAL TERMS OF USE AT ANY TIME AND FOR ANY REASON. Such revisions shall be effective when the User or Service Provider next accesses or uses the SALS or after ten (10) days prior written notice thereof, whichever occurs first. Notice may be given by IDESG by any commercially reasonable means, including by delivering the updated version of the Supplemental Terms of Use by email or by posting it on the SALS site. If a Service Provider does not request that its Application Information be removed from the IDESG SALS program within ten (10) days after such notice has been given, the Service Provider will be deemed to have accepted the revised terms.

<6.7> Waiver. If IDESG fails to act with respect to a breach by a Service Provider or User of these Supplemental Terms of Use on any occasion, IDESG does not waive its right to act with respect to future or similar breaches.

<6.8> No Third Party Rights. These Supplemental Terms of Use are for the sole benefit of the parties hereto, and nothing herein, expressed or implied, shall give or be construed to give to any person, other than the parties hereto, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this agreement. No third-party beneficiary rights are created under this agreement.

<6.9> No Partnership. The posting of Service Provider's Application Information on the IDESG SALS forms no partnership. Neither Service Provider, nor IDESG, has the power or the authority to obligate or bind the other.

<6.10> Force Majeure and Limitation of Liability. Under no circumstances, including negligence, shall IDESG, the IDESG Board, or any IDESG members, agents, contractors or representatives be liable for any direct, indirect, incidental, special, punitive, or consequential damages, or loss of profits, use, data, goodwill, or other intangibles, even if IDESG is advised of the possibility that such damage or loss, including but not limited to the following:

- (a) Business interruption or the cost of procurement of substitute products or services related to Service Provider's or User's use of, or inability to use, the SALS service;
- (b) The use of, or inability to use, the SALS or the decisions made or actions taken by Service Providers or Users based on the information posted on the SALS;
- (c) Mistakes, omissions, interruptions, deletion of files, errors, defects, or delays in operation or transmission; and
- (d) Failure of performance or to comply with these Supplemental Terms of Use because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities, communications line failure, theft, destruction, or unauthorized access to this site's records, programs, or services. or for any other reason beyond the reasonable control of IDESG, will not be deemed a breach of these terms.

<6.11> Assignment. IDESG may assign its rights under these Supplemental Terms of Use at any time without notice. Neither Service Providers nor other Users may assign their rights

under these Supplemental Terms of Use, or delegate any of their duties, or transfer any rights that they may have to the service without prior written approval of IDESG.

[END]