

## **IDESG SELF-ASSESSMENT LISTING SERVICE ("SALS")**

### ***SALS Alpha Test Special Terms of Use***

**April, 2016**

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.

IDESG, and voluntary participants in the Alpha testing phase of the SALS program, operate under and will be bound by these Special Alpha Test Terms of Use ("Alpha Test Terms") until such time as (a) IDESG terminates the Alpha testing phase, and (b) a participant elects to participate in the finalized production SALS program ("Production Phase"). In these Alpha Test Terms, test participants are referred to as "Service Providers," including not only those who indicate complete compliance with the Identity Ecosystem Baseline Requirements ("Fully Complying Providers"), but also those who provide reports on their progress towards becoming fully compliant ("Reporting Providers").

The rights and obligations of the parties during the Production Phase will be governed by the Supplemental Terms of Use ("Supplemental Terms of Use") appended as Appendix A to these Alpha Test Terms. The Supplemental Terms of Use will be legally binding on all Service Providers that apply for listing in the Production Phase SALS program, by signing and delivering a Production Phase Self-Attestation.

Agreement to these more limited Alpha Test Terms is indicated by signing and delivering an Alpha Test Self-Attestation. Agreeing to these Alpha Test Terms also includes your agreement to the IDESG website's General Terms of Use ([www.idesg.org/Terms-of-Use](http://www.idesg.org/Terms-of-Use)).

The SALS will be 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 on the planned SALS production program, please refer to the Application Instructions and Self-Attestation. While the IDESG respects the rights of third parties, we do not respond to inquiries regarding the content of a Service Provider's listing.

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

### **<1.1> General Matters**

<1.1.1> Service Providers that participate in the SALS Alpha Test program have duties and rights in their relationship with IDESG that are set forth in the combination of the General Terms of Use and these Alpha Test Terms, 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 participating in the SALS Alpha Test program, Service Provider acknowledges and agrees to the following terms. These Alpha Test Terms incorporate by reference the IDESG site General Terms of Use posted at: <https://www.idesg.org/Terms-of-Use>.

<1.2.> IDESG is under no obligation to process all or any part of the information that it receives from Service Provider. The SALS Data Use and Handling Policy, as modified by the remainder of this paragraph, is incorporated by reference into these Alpha Test Terms as part of the agreement. NO APPLICATION INFORMATION OR OTHER SELF-REPORTING INFORMATION PROVIDED BY ALPHA TEST PARTICIPANT SERVICE PROVIDERS WILL BE POSTED OR RELEASED TO THE PUBLIC BY IDESG. ALL SUCH DATA WILL BE TREATED AS PRIVATE (AND NOT "PUBLIC" OR "PUBLIC MANDATORY") UNDER THE TERMS OF THE SALS DATA USE AND HANDLING POLICY. Any later "promotion" of a Service Provider's reported information into the Production Phase, and any public disclosure, will be accomplished only by the receipt of a separate, SALS Production Phase Self-Attestation from the Service Provider.

### **<1.3> Service Provider Warrants and Represents That:**

<1.3.1> 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; and

<1.3.2> 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.

## **<2> Rights to and Handling of Information**

### **<2.1> License and Use of Application Information**

<2.1.1> 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), reproduce, and distribute such information within IDESG and its third party service providers, subject to these Alpha Test Terms, all without the need to obtain any third party's permission. This license includes the right to host, index, cache, and tag that information.

<2.1.2> 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.

<2.2> Feedback; License Granted. Service Providers 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 programs. If you do provide IDESG with Feedback, you: (a) grant IDESG a non-exclusive, sub-licensable, world-wide, 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.

### **<3> No Liability**

<3.1> 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.

<3.2> SERVICE PROVIDERS 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".

<3.3> 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).

### **<4> Miscellaneous Provisions**

<4.1> Interpretation. These Alpha Test Terms are to be interpreted according to [Virginia] law without regard to conflicts-of-laws principles. If there is any conflict between these Alpha Test Terms and any other terms posted on the IDESG Site with respect to the operation of the IDESG SALS program, these Alpha Test Terms will govern and supersede any such other terms.

<4.2> Severability. If any provision of these Alpha Test Terms 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 Alpha Test Terms apply to the maximum extent permitted by relevant law. If a court holds any part of these Alpha Test Terms 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.

<4.3> Dispute Resolution. All disputes with IDESG regarding these Alpha Test Terms or the SALS program shall be resolved in accordance with the SALS Dispute Avoidance and Resolu-

tion Process. Disputes concerning a Service Provider should be directed to that Service Provider.

<4.4> Notifications.

<4.4.1> 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.

<4.4.2> IDESG may be contacted by electronic mail sent to [SALS@idesg.org](mailto:SALS@idesg.org).

<4.5> Entire Agreement. These Alpha Test Terms, 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.

<4.6> No Third Party Rights. These Alpha Test Terms 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.

<4.7> No Partnership. The exchanges of Service Provider's Application Information with IDESG forms no partnership. Neither Service Provider, nor IDESG, has the power or the authority to obligate or bind the other.

[END]