



Anti-Malware Testing Standards Organization

Terms of Use

Last Updated: May 24, 2018

Our websites (“**Website**”) and the services we offer through this Website (“**Services**”) are provided by the Anti-Malware Testing Standards Organization, Inc. (“**AMTSO**”), a California mutual benefit non-profit corporation. AMTSO’s corporate address is:

Anti-Malware Testing Standards Organization Inc.
325 Sharon Park Drive, #450
Menlo Park, California 94025
U.S.A.

By using this Website or any Services, you are agreeing to these Terms of Use (“**Terms**”), so please read them carefully.

AMTSO Membership

AMTSO is a membership organization. For information about joining AMTSO, and the AMTSO membership, please visit <http://www.amtso.org/joining-amtso/>. Members of AMTSO are subject to AMTSO’s policies and procedures, including the AMTSO Membership Agreement. AMTSO members are responsible for maintaining the confidentiality of their account login information, and for any activities that occur under their 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.

Using this Website

Using this Website does not give you ownership of any intellectual property rights in this Website, including the Services. You may only use this Website and Services as permitted by law, and 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 or through our Services.

You are not permitted to misuse this Website or the Services, which means that you can use this Website and Services only as permitted by law (including applicable privacy, data protection, export, and re-export control laws and regulations). We may suspend or terminate your use of this Website, our Services, or your account, at any time, in our sole discretion, including as a result of your violation of these Terms.

Services Offered

These Terms and our Privacy Policy, and any additional terms (“**Additional Terms**”) you’ve agreed to by accessing any of our Services, such as the Security Features Check (“**SFC**”), AMTSO Testing Contact List (“**Contact List**”), Real Time Threat List (“**RTTL**”), and information relating to the AMTSO Standards Program, including any AMTSO Standard, and any AMTSO assessment or determination of a test, product, or service related to such AMTSO Standard (collectively, “**Standards**”) make up these entire Terms and supersede all prior agreements, representations, and understandings. Any Additional Terms will be

considered incorporated by reference into these Terms when you activate the Service. Where there's a conflict between these Terms and the Additional Terms, the Additional Terms will control.

Contact List

As part of the Standards program, AMTSO may offer on its Website a service to list contact information for each security product vendor and tester that may provide, or be included in, an anti-malware test that uses the Standards. **In submitting your or your company's information to the Contact List, including any personal data contained therein, you specifically authorize and approve the use of your information as set forth below.** For the purposes of this Agreement, "personal data" means any information relating to an identified or identifiable natural person. If you are not authorized to provide this information or do not approve this use, please do not include the information on the Contact List or otherwise provide it to AMTSO.

We recommend that any party including contact information on the Contact List not include any personal data, but rather include an email alias and other anonymized contact information for the company or product included in an anti-malware test. For example, instead of including the contact as [john@amtso.com], include [amtsocontact@amtso.com].

The Contact List will not be publicly available. However, it will be made available to AMTSO members or non-member anti-malware testers that need to have the information to comply with the AMTSO Standards.

The Contact List is available for use to share information by and between relevant parties related to a test run in compliance with the AMTSO Standards program. In addition to these Terms, the Contact List is subject the following additional restrictions:

- Any access to the Contact List will be determined subject to the sole discretion of AMTSO.
- The access and use of the Contact List is limited specifically to appropriate communications in compliance with the AMTSO Standards.
- Each user bears the responsibility for knowing and complying with AMTSO's policies prior to use of the Contact List, including specifically the AMTSO Privacy Policy, Antitrust Guidelines, Code of Conduct, and Intellectual Property Policy, and any relevant laws, policies, and rules.
- If any person or entity that has had access to the Contact List is no longer involved with AMTSO or the Standards, such person or entity must delete all records including information derived from the Contact List and cease all access.
- If you have included any information on the Contact List, you may update or remove that information at any time by following instructions posted on the webpage.
- In the event of a security breach that may expose information from the Contact List, we will notify the impacted party of the breach and provide a description of what happened, as required by any applicable privacy and data protection laws and regulations.
- If you have received information from the Contact List, in the event of a security breach that may have exposed information from the Contact List to a third-party, you agree to notify the impacted party of the breach and provide a description of what happened.
- Spam mailings and/or commercial use of any information on the Contact List are strictly prohibited, and are potential grounds of temporary or permanent removal from access to the Contact List, and may be grounds for termination of AMTSO membership or loss of AMTSO

accreditation. For this purpose, “commercial use” includes the use of the Contact List for the solicitation of business by any for, or not-for-profit entities that is not in connection with the compliance of a test with the AMTSSO Standards, or that otherwise has not been previously approved by AMTSSO.

Privacy

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 and our Services. If you have provided any personal data to AMTSSO and would like to have that data deleted, please send a request to privacy@amtso.org.

Ownership and License

All of the intellectual property rights, which include copyrights, patents, trademarks, and trade secrets, that are on this Website or used in our Services are owned exclusively by us or other parties that we have licensed those rights from, including AMTSSO members. You may not copy, modify, distribute, sell, or lease any part of this Website or our Services, and you may not reverse engineer or attempt to extract the source code of this Website or any part of our Services, unless laws prohibit these restrictions or you have our prior written consent.

Warranties and Disclaimers

No professional engineering or any other professional services or advice are being offered to you on our Website or through our Services, unless notice is provided otherwise. Therefore, you must use your own skill and judgment when using the Website or Services or reviewing its results and not solely rely on the information provided therein.

THIS WEBSITE AND OUR SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND AMTSSO (INCLUDING OUR OFFICERS, DIRECTORS, EMPLOYEES, AND CONTRACTORS) DOES NOT MAKE ANY SPECIFIC PROMISES TO YOU ABOUT THIS WEBSITE, WHICH INCLUDES ALL INFORMATION AND SERVICES (INCLUDING SFC, RTTL, CONTACT LIST, AND STANDARDS). FOR EXAMPLE, WE DO NOT WARRANT THAT THIS WEBSITE, INFORMATION, OR SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND RELATED TO THIS WEBSITE, INFORMATION, AND SERVICES (INCLUDING SFC, RTTL, CONTACT LIST, AND STANDARDS), WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

Limitation on Our Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL AMTSSO (OR OUR OFFICERS, DIRECTORS, EMPLOYEES, OR CONTRACTORS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THIS WEBSITE, INFORMATION, OR SERVICES (INCLUDING SFC, RTTL, CONTACT LIST, AND STANDARDS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THIS WEBSITE, INFORMATION, AND SERVICES (INCLUDING SFC, RTTL, CONTACT LIST, AND STANDARDS) IS AT YOUR OWN DISCRETION AND

RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM USE OF THE WEBSITE, INFORMATION, AND SERVICES (INCLUDING SFC, RTTL, CONTACT LIST, AND STANDARDS), AND THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT, AND WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

AMTSO GIVES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO THE INFORMATION IN THE CONTACT LIST INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT ANY PARTICULAR PARTY MAY BE REACHED THROUGH THE CONTACT LIST. THE INFORMATION PROVIDED IN THE CONTACT LIST IS PROVIDED BY THE RESPECTIVE PARTIES INCLUDED IN SUCH LIST. AMTSO GIVES NO WARRANTY AS TO THE ACCURACY OF THE INFORMATION AND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE SUFFERED AS A CONSEQUENCE OF YOUR RELIANCE ON THE INFORMATION IN THE CONTACT LIST.

If you violate these Terms, we may seek injunctive relief and request a court stop you from such violation, or other equitable relief.

We will not be liable to any user of our Website or Services for any delays or failure in performance of any part of the Website or Service, from any cause beyond our control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, floods, power blackouts, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

General Information About These Terms

We may revise or amend these Terms at any time, or terminate our Website or any Service, in our sole discretion. We recommend that you review these Terms regularly, and we will post a notification on this page when our Terms materially change. If you do not agree with any changes we make, please discontinue your use of this Website and our Services.

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

AMTSO may preserve, access, and disclose information from the Website and Services, including specifically the Contact List, as permitted and required by law. In addition, if AMTSO, in its sole discretion, determines that any use of the Website and Services, including the Contact List, presents a threat to other users or poses a likely violation of the law or AMTSO policy, AMTSO may, without notice to the user, take whatever steps are necessary to manage the threat and/or preserve and access the data.

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 and are not responsible for the content. 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.

These Terms shall be construed and controlled by the laws of the State of California without reference to conflict of laws principles. All disputes arising in any way out of these Terms shall be heard exclusively in, and the parties irrevocably consent to jurisdiction and venue in, the Federal courts of the State of California. The proceedings shall be conducted in the English language. The parties hereby waive any right to trial by jury. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

The obligations of the parties shall be subject to all applicable laws, orders, regulations, directives or requests of any governmental entity. Without limiting the foregoing, the parties shall comply with all applicable export, re-export, and foreign policy controls and restrictions.

Copyright Policy

We respect the intellectual property of others and ask that you do the same. Any content you post to our Website must be your own, or you must have proper rights to such content prior to posting it on our Website.

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 (“**DMCA**”). If you think that someone is violating your copyright, or that of another party, please submit a notification to us by email to reporting@amtso.org that complies with the requirements of the DMCA.

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