Website Terms of Use

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This website and the services we offer through this website (“Website”) is 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.
c/o Coblentz Patch Duffy & Bass LLP
One Montgomery Street, Suite 3000
San Francisco, CA 94104, U.S.A.

By using this Website, you are agreeing to these Terms of Use (these “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, which Terms govern use of this Website.

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.

You are not permitted to misuse this Website, including the Services, which means that you can use this Website and Services only as permitted by law (including applicable
export and re-export control laws and regulations). We may suspend or terminate your use of this Website, 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 you’ve agreed to by accessing specific 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 and Accreditation Program (“Standards”) (collectively, the “Additional Terms”) make up these entire Terms and supersede all prior agreements, representations, and understandings. Any Additional Terms will be considered incorporated into these Terms when you activate the feature. 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. By submitting your or your company’s information to the Contact List, you are specifically authorizing and approving the use of your information as set forth below. 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 personally identifiable information, but rather include an email alias and other anonymized contact information for the company or product included in an anti-malware test, not any one person. For example, instead of including the contact as [john@amtso.com], include [amtsocontact@amtso.com].

The Contact List will not be publicly available. 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 for use specifically for dissemination of information related to a test intended to be accredited under 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 use commercially reasonable efforts to notify the impacted party of the breach and provide a description of what happened.

• 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 use commercially reasonable efforts 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 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 any for, or not-for-profit entities that have no connection to AMTSO.

Privacy

Although we do not expect to receive any personal data from users of our Website or any service, other than our members or parties using the Contact List, we respect your privacy and encourage you to read our Privacy Policy, which explains how we would treat any such personal data and protect your privacy when you use this Website. If you have provided any personal information to AMTSO and would like to have that information 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 are owned exclusively by us or other parties that we have licensed those rights from, including AMTSO members. You may not copy, modify, distribute, sell, or lease any part of this Website, and you may not reverse engineer or attempt to extract the source code of this Website, unless laws prohibit these restrictions or you have our written permission.

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 IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND AMTSO (INCLUDING OUR MEMBERS) 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 WARRANTY THAT THIS WEBSITE, INFORMATION AND 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 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 AMTSO (OR OUR MEMBERS) 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, 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, Information, or Services for any delays or failure in performance of any part of the Website, Information, 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, Information, 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.

Because we have so many users and AMTSO Members, we can’t change these Terms for any one user or AMTSO Member.

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 use, 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.

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. 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. Millennium Copyright Act. If you think that someone is violating your copyright, or that of another party, please submit a notification to us by email to legal@amtso.org.