



Terms & Conditions for AQuA Affiliate membership including the use of the Quality App Directory.

By signing these Terms and Conditions you agree to become an AQuA Affiliate. As an AQuA Affiliate, you are able to use the various AQuA tools so long as you comply with the Terms and Conditions in this document.

AQuA tools include the Quality App Directory, the Testing Criteria Tool, and others.

Becoming an AQuA Affiliate is free, and is the first step towards AQuA membership.

Please note that by signing these Terms and Conditions, you are stating that details of any Apps you upload to the Quality App Directory comply with the current version of the AQuA Testing Criteria. Please, therefore, ensure you are aware of the Testing Criteria before you sign these Terms and Conditions.

1. SCOPE OF TERMS AND CONDITIONS

1.1 AQuA AFFILIATE

- 1.1.1 AQuA Affiliates may use the online tools, documents and other resources freely provided on the AQuA website for AQuA Affiliates.
- 1.1.2 AQuA Affiliates may elect whether or not to have your details displayed on the AQuA Affiliates listing on AQuA website. The AQuA Affiliate registration process includes an option box to indicate if you wish your company name and description to be publicly displayed or held privately by AQuA.
- 1.1.3 AQuA Affiliates demonstrate an interest in improving application quality and being supportive of AQuA's work in this area.
- 1.1.4 AQuA Affiliates shall not engage directly or indirectly in any practice that may be detrimental to AQuA or to goodwill attached to AQuA.

1.2 QUALITY APP DIRECTORY

- 1.2.1 These Terms and Conditions govern the submission of data and application details to the AQuA Quality App Directory; the application quality is measured by testing against the AQuA Testing Criteria and the AQuA audit process to verify the stated level of testing.
- 1.2.2 Submitting information into the Quality App Directory requires prior written acceptance to all Terms and Conditions herein. If you do not accept all the terms of this Agreement, then AQuA is unwilling to accept the Application submission to the Directory.

1.2.3 Affiliates submitting information must own the rights of an application in order to submit related details into the Directory.

1.3 TESTING CRITERIA TOOL

1.3.1 Affiliates may use the online Testing Criteria Tool to manage your own testing of an App. It records and preserves the results and generates a test report. This test management tool is provided purely to assist in testing Apps against the AQuA Testing Criteria.

1.3.2 Use of the online Testing Criteria tool does not in itself constitute testing by an Approved Test House.

2. DEFINITIONS

The following capitalized terms used in this Agreement shall have the meaning attributed to them below:

App or Application means a piece of software designed to run on a mobile device including phones and tablets.

Application Developer means the owner of the rights to the distribution of the Application submitted to the AQuA Quality App Directory.

Application-Related Data means any data and information about the Application and the testing of the Application which the Application Developer submits to the Directory.

Application Audit means the testing of a submitted Application according to the AQuA Testing Criteria by AQuA or an **approved AQuA Quality App Directory test house**.

AQuA means the App Quality Alliance.

AQuA Affiliate means an entity interested in the quality of mobile apps.

AQuA Quality App Directory (QAD) means the online AQuA Directory holding and displaying details of Applications that pass the AQuA Testing Criteria quality standards.

Audit means 1) audit test of Developers with Self-Verified test status conducted by AQuA and fees borne by AQuA and/or 2) audit test of Developers with Trusted-Developer-Verified status conducted by test house with audit fees borne by the Developer.

Intellectual Property Rights means all intellectual property rights, including patents, supplementary protection certificates, petty patents, utility models, trademarks, database rights, rights in designs, trade secret rights, copyrights (including rights in computer software) and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions.

Quality Level means the verification level listed in the Directory, either Self-Verified, Test-House-Verified, Verified by AQuA Member or Trusted Developer-Verified as determined by the manner of testing that has been carried out on the application.

Self-Verified means the App has been tested on a stated device and meets or exceeds the standard specified in the current version of the platform-specific AQuA Testing Criteria but no test report is available from one of the approved AQuA Quality App Directory test houses.

Smoke Test means the reduced set of tests defined in the AQuA Testing Criteria that are used to test the Application on second or subsequent device.

Submitter means an AQuA Affiliate qualified to submit Apps and App-related data onto the AQuA Quality App Directory.

Testing Criteria means the current version of the platform-specific AQuA Testing Criteria. These criteria define the testing process for an application.

Test House means AQuA-QAD Approved Test House.

Term means the period of these Terms and Conditions which shall be deemed to commence from the date that the T&Cs are accepted, until the date that this Agreement is terminated by either party in accordance to these T&Cs.

Test House-Verified means the App has been tested on a stated device and meets or exceeds the standard specified in the current version of the platform-specific AQuA Testing Criteria and a test report is available from one of the Directory test houses. The AQuA Quality App Directory approved test house uploads the test report to the Directory.

Test Report means the official report from a test house stating that the App has passed all of the tests outlined in the current version of the platform-specific AQuA Testing Criteria.

Trusted Developer-Verified means the App has been tested on a stated device and meets or exceeds the standard specified in the current version of the platform-specific AQuA Testing Criteria but the Developer is not obliged to have a test report uploaded

Trusted Status means those organizations granted special status by the AQuA Administrator based on either their passing a set number of consecutive and distinct apps within the test house verified category or their organization being nominated by an AQuA member for such status.

Verified by AQuA Member is a Quality Level only available to the AQuA Administrator or AQuA Members, who may elect to change the status of any App to “Verified by AQuA Member” if the App is deemed as successfully independently tested by an AQuA Member.

3. INTELLECTUAL PROPERTY RIGHTS AND LICENSE

- 3.1 Submitter warrants that he/she is the owner or authorized licensor of any Intellectual Property Rights subsisting in the Application and Application-related Data (which for the avoidance of doubt shall include any logos and trademarks submitted pertaining to submitter (or submitter company's) name and/or or the Application) and that nothing in the Application or Application-related Data will breach any third party Intellectual Property Rights.
- 3.2 Submitter hereby grants to AQuA a non-exclusive, worldwide, royalty-free license for the Term, to use, display and make available on or via the AQuA Quality App Directory, any logos, trademarks, brand features, screen shots and other images contained in the Application-related data that are submitted, for the purposes of promoting, advertising or marketing the App Directory.

- 3.3 AQuA may use Submitter's name (and logo, if applicable) to identify Submitter as the Application Developer and the Verified Application on AQuA's website and/or in marketing or other AQuA informational material. This material will include, without limitation, a listing of companies and Applications that have met the AQuA Testing Criteria or a description of the Verified Application. AQuA shall own all right, title, and interest in and to all of AQuA's marketing materials in connection with the Directory and the Verified Application.

4. THE AQuA QUALITY APP DIRECTORY

- 4.1 To submit an Application, submitters are required to furnish the complete Application-related Data as required and in the manner stated in the online Directory submission forms.
- 4.2 Submitter warrants that the Application-related Data is, and shall be for the duration of the Term, true, accurate, current, complete, not misleading in any way and updated as required.
- 4.3 Submitter warrants that any Application submitted has been tested on a stated device and meets or exceeds the standard specified in the current version of the platform-specific AQuA Testing Criteria.
- 4.4 Submitter understands that approved Test Houses will upload the App Test Report for any application claiming that Quality Level of Test House Verified.
- 4.5 Submitter is required to select one device against which the full set of AQuA Testing Criteria tests have been completed and passed.
- 4.6 Submitter may also select other devices against which the Application has passed the Smoke Test.
- 4.7 Application Developers in a Trusted Status organization are able to upload application details under the "Trusted Developer-Verified" Quality Level. In these instances, an approved Test House test report is not required.
- 4.7 Submitter warrants that the Application and the Application-related Data does not contain or link to any content or promote or perform any function which may be considered to be: sexually explicit (including the use of sexual terms, images and nudity); vulgar, profane, offensive or obscene; defamatory, libelous, slanderous or otherwise unlawful; infringing of anyone else's Intellectual Property Rights or rights of privacy; religiously or racially offensive or otherwise promoting hate towards individuals or groups; promoting terrorist or other criminal or illegal activities; or promoting gambling, alcohol, tobacco, firearms or ammunition, or which may be reasonably likely to adversely affect AQuA's reputation.
- 4.8 Submitter warrants that the Application and the Application-related data shall not contain any viruses, malware, Trojans, worms, malicious code or any programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information.

5. QUALITY APPLICATION DIRECTORY - APPLICATION AUDITS

- 5.1 By submitting an Application, you agree to the audit of the Application by AQuA at any time and a possible Directory post of “failed AQuA Audit” if the Application fails to meet AQuA Testing Criteria, and you do not take the appropriate action as detailed in section 5.6.
- 5.2 AQuA reserves the right to audit Self-Verified Apps at any time and publically display the results of such an application audit.
- 5.3 Application audits will be executed on submitted Applications selected by AQuA at AQuA’s discretion. AQuA will pay for and conduct random audits of Applications with Self-Verified test status. In addition, it will conduct various audits of Trusted Status-Verified Applications where AQuA will select and audit the application, and the cost will be borne by the Trusted Status Application Developer.
- 5.4 Submitters will not be notified if an Application has been selected for audit. AQuA will download the Application from one stated distribution channel and send it for testing to an AQuA-approved test house. Test reports will be sent to AQuA who reserves the right to modify any listing that fails an initial audit.
- 5.5 When an Application passes an audit, the submitters will be informed via email. A status update will appear on your dashboard and the status of the audited Self-Verified Application will be raised from Self-Verified to Test House-Verified, with the appropriate test report uploaded to the Application-related Data.
- 5.6 When an Application fails an audit, you will be informed via email. A status update will appear on your dashboard and submitters will have 15 working days to amend the application and obtain and submit a successful a Test Report. If this is not done in the appropriate time period stated, the status of the Application will change to “Failed AQuA Audit” until such time as you submit a successful Test Report. On valid submission of a successful Test Report and updated Application, the status of the Application will become Test House-Verified.
- 5.7 AQuA Administrator has the option of being able to revoke the status of a Trusted Status organization (and consequently its Application Developers). If an Application Developer’s Trusted Status is revoked, any “Trusted Developer-Verified” Application label will be automatically changed to a Self-Verified status.

6. APPLICATION QUALITY BADGE

- 6.1 An AQuA App Quality Badge may be made available from AQuA for Trusted Developer-Verified, Test House-Verified apps and Verified by an AQuA Member apps. The AQuA App Quality badge is a graphic emblem to be used in developer marketing material to reflect and attest to the quality of their apps. Use of the AQuA App Quality Badge is limited to those stated above and only for use in marketing/collateral pieces in accordance with AQuA App Quality Badge Terms and Conditions. Any other use of the AQuA App Quality Badge is a violation to these Terms and Conditions.

7. OTHER CONSIDERATIONS

- 7.1 AQuA has the right to upload details of Applications in the Application Developer's Directory account if they have been "Verified by an AQuA Member" and reserves the right to modify status of said App to "Verified by an AQuA Member".
- 7.2 AQuA reserves the right to remove or disable a developer account or apps within that account and/or start legal proceedings if the developer has contravened any of these Terms and Conditions. AQuA reserves the right to revoke Trusted Status from organizations.
- 7.3 You accept that any AQuA Member may, at will, contact you directly or through AQuA for additional information or to have an exchange of information.
- 7.4 You shall not engage directly or indirectly in any practice that may be detrimental to AQuA or to goodwill attached to AQuA.
- 7.5 The AQuA Affiliate who initially creates an account will become the Main Developer Contact.
- 7.6 The Main Developer Contact will be able to delete the account at any time, modify information on the account and delete other Developer Contacts. However, no other related Developer Contacts to that entity will be able to do so.
- 7.7 Main Developer Contacts may invite others in their organization to be additional Developer Contacts under their account.
- 7.8 Main Developer Contacts may delete other Developer Contacts from their account at any time.
- 7.9 Main Developer Contacts are required to sign/accept these Terms and Conditions prior to opening the account.
- 7.10 Developer Contacts are required to sign/accept these Terms and Conditions prior to being able to upload their initial Application-related Data to the AQuA Quality App Directory.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 You represent and warrant that:
 - 8.1.1 You have the right and authority to enter into this Agreement on your own behalf, or on behalf of your company, and you have all requisite corporate authority to legally execute this Agreement and bind the company to its terms.
 - 8.1.2 Submitted Applications shall not constitute or give rise to any claim of any infringement of any intellectual property right or other proprietary right of any third party;
 - 8.1.3 Submitted Applications shall at all times comply with relevant Testing Criteria issued by AQuA.

9. LIMITATION OF LIABILITY

9.1 IN NO EVENT SHALL AQuA, ITS LICENSORS AND AFFILIATES BE LIABLE FOR ANY DAMAGES, CLAIMS, LIABILITIES OR COSTS WHATSOEVER IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY.

10 DISCLAIMER OF WARRANTIES

10.1 THE AQuA QUALITY APP DIRECTORY IS MADE AVAILABLE AT YOUR SOLE RISK AND IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. AQuA WILL NOT ACCEPT ANY RESPONSIBILITY FOR ANY FALSE AND/OR INACCURATE APPS AND/OR APPS DETAILS UPLOADED TO THE AQuA QUALITY APP DIRECTORY, AND IS PROTECTED UNDER THESE TERMS AND CONDITIONS FROM ANY NEGATIVE REPERCUSSIONS ARISING FROM SAME.

11. INDEMNIFICATION

11.1 To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless AQuA, its affiliates and their respective directors, officers, employees and agents, from and against any and all third party claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from any breaches by you of any terms of this Agreement or your warranties given in this Agreement.

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