

TERMS AND CONDITIONS
FOR CERTIFICATION OF CONFORMANCE
TO AN OPENID [CONFORMANCE PROFILE]

Effective March 20, 2019

These Terms and Conditions for Certification of Conformance to an OpenID Conformance Profile (“**Agreement**”) are incorporated by reference in, and govern, each Certification of Conformance to an OpenID Conformance Profile (“**Certification of Conformance**”) submitted to the OpenID Foundation (**OIDF**) by the Implementer identified therein (“**Implementer**”). By submitting to OIDF a signed Certification of Conformance, Implementer agrees to be bound by the terms of this Agreement.

1. Definitions. Terms not defined herein are defined in the Certification of Conformance.
2. Self-Certification Verification Process. For each Certification of Conformance that Implementer submits to OIDF, Implementer shall test the Deployment designated in the Certification of Conformance (including by successfully completing of the applicable Conformance Test Suite Software tests) and verify that it conforms to the OpenID Conformance Profile designated in the Certification of Conformance.
3. Self-Certification Submission, Acceptance, and Publication Process.
 - (a) Qualification and Submission by Implementer. To submit a Certification of Conformance, Implementer must provide OIDF the following:
 - (1) a completed Certification of Conformance form executed by an authorized representative of Implementer;
 - (2) copies of a complete set of the final test results from the Conformance Test Suite Software designed for the designated OpenID Conformance Profile, as specified in the Conformance Profile Definitions, that demonstrate successful completion of the applicable tests for such OpenID Conformance Profile (“**Successful Test Results**”); and
 - (3) Such other supporting information as OIDF may request, as specified in the Conformance Profile Definitions.
 - (b) Acceptance by OIDF. OIDF will review Implementer’s submission to verify the source of the submission, to check for completeness of the required information, and to otherwise review the submitted materials for compliance with the procedural requirements of this Agreement. Implementer understands and acknowledges that OIDF relies on the veracity of Implementer’s Certification and has no obligation to validate any of the claims made by Implementer in the Certification of Conformance and/or otherwise verify the accuracy of the Successful Test Results or any of the other submitted information. OIDF may, however, request that Implementer provide additional documentation and information, and OIDF may reject or remove any Certification that OIDF in its sole discretion deems to be not in compliance with this Agreement.

- (c) Publication by OIDF. If Implementer's submission is acceptable to OIDF, OIDF will publish the Certification of Conformance and the Successful Test Results in a manner such that they are accessible to the general public. Publication may be on the OIDF website, the website or registry of a third party, and/or through other means determined by OIDF. Publication through a third-party website is subject to any additional terms of the third-party website or registry.
- (d) Reference by Implementer – Limited License. Following such publication by OIDF, and subject to the terms below, OIDF grants Implementer a limited, royalty-free, revocable, non-exclusive, non-transferable license to use the OIDF marks "OpenID®," "OpenID Certified™," and if applicable, the mark that specifically references the OpenID Profile that is the subject of the certification, on its website, in its Deployment, and in its public communications and promotional materials in the following manner:
- Implementer may state that: "[*Implementer Name*] has certified that [*Deployment name and version*] conforms to the [*specify Conformance Profile*] of the OpenID [*specify name*] protocol."
 - Implementer may use the OpenID tagline as follows: "OpenID Certified™ by [*Implementer Name*] to the [*specify Conformance Profile*] of the OpenID [*specify name*] protocol" or substantially similar language; and
 - Implementer may use the applicable OpenID Certified™ logo (if any) in the form made available by OIDF.

The text above, other than the trademarks, may be translated into the applicable local language where appropriate.

- (1) All uses of the OpenID®, OpenID Certified™ and any OpenID mark that specifically references the OpenID Profile that is the subject of the certification, shall be made in accordance with all applicable laws and regulations and in compliance with the OIDF Trademark Usage Policy posted on the OIDF website at <http://openid.net/intellectual-property/trademark-license/>, as revised from time to time, which is incorporated herein by reference. All goodwill associated with the use of the foregoing marks shall inure to the sole benefit of, and be owned exclusively by, OIDF.
- (2) If the Certification of Conformance is terminated or revoked for any reason, Implementer shall promptly remove all of the foregoing uses of the OIDF trademarks from its website, Deployment, promotional materials, and other public communications.
- (3) OIDF reserves the right to revoke the foregoing limited license at any time, in its sole discretion.
- (e) Restrictions. Implementer may not state or imply that the Certificate of Conformance or any other aspect of its Certification, or the publication thereof by OIDF or any third party, is (1) an endorsement by OIDF or any third party of Implementer or the Deployment identified in the Certificate of Conformance, or (2) a statement that OIDF or any third party has independently verified the conformance claims.

4. Renewal, Revocation, and Termination

- (a) Renewal. To renew a Certification of Conformance, Implementer must submit a new Certification of Conformance to OIDF in accordance with this Agreement.
 - (b) Change of Information. If any Certification of Conformance or information provided in connection therewith changes or appears to be inaccurate, Implementer will notify OIDF promptly in writing and submit a revised Certification of Conformance and/or associated information, as applicable. If the inaccuracies or corrections undermine the validity of the claims of conformance, Implementer must revoke the Certification of Conformance.
 - (c) Revocation by Implementer. Implementer may revoke or terminate the Certification of Conformance at any time upon written request to OIDF.
 - (d) Termination by OIDF. OIDF may terminate the Certification of Conformance at any time if OIDF determines in its sole discretion that Implementer has violated this Agreement or any applicable law. OIDF assumes no liability for any such termination, and reserves the right to prohibit Implementer from submitting any further Certification of Conformance.
 - (e) Events on Termination: Expired, terminated, or revoked Certifications of Conformance shall either be removed from any website where they were published, or be noted as “Revoked” or “Terminated” on such websites, at OIDF’s sole option.
5. Fees. Implementer agrees to pay the fee to submit a Certification of Conformance to OIDF as set forth in the OpenID Certification Fee Schedule posted at <http://openid.net/certification/fees/>.
6. Representations and Warranties of Implementer.
- (a) Implementer represents that (1) it has the authority to submit the Certification of Conformance, and (2) it has sufficient rights in the content of the Certification that OIDF or a third party may publish it without any restriction or liability to any party.
 - (b) Implementer warrants that the Certification of Conformance is correct and complete, and will be promptly updated or revoked if any material information changes.
7. Disclaimer of Warranties. NEITHER OIDF NOR ANY OF ITS DIRECTORS, OFFICERS, OR MEMBERS OTHER THAN IMPLEMENTER (COLLECTIVELY THE “OIDF PARTIES”) MAKES ANY REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE CERTIFICATION OF CONFORMANCE OR ITS ACCEPTANCE OR PUBLICATION THEREOF. THE CERTIFICATION OF CONFORMANCE IS PUBLISHED BY OIDF “AS IS,” AS RECEIVED FROM THE IMPLEMENTER, AND WITHOUT ANY WARRANTY OF ANY KIND BY ANY OF THE OIDF PARTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
8. Limitation of Liability.
- (a) The OIDF Parties assume no responsibility or liability that may arise from or be related to the receipt, distribution, or publication of the Certification of Conformance by OIDF or the reliance on the Certification of Conformance by any third party.
 - (b) Implementer is solely responsible for any liability that may arise, directly or indirectly, from the Certification of Conformance submitted by Implementer.

- (c) UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL ANY OF THE OIDF PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, USE, DATA, GOODWILL, OR OTHER INTANGIBLES) SUFFERED BY IMPLEMENTER OR ANY OTHER PERSON THAT RESULT FROM: (1) THE SUBMISSION OF, ANY USE OF, ANY PUBLICATION OF, OR ANY RELIANCE ON THE CERTIFICATION OF CONFORMANCE OR ANY ASSOCIATED INFORMATION; (2) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF DATA, ERRORS, DEFECTS, OR DELAYS IN OPERATION OR TRANSMISSION; OR (3) ANY FAILURE OF OIDF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND OIDF'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO RECORDS, PROGRAMS, OR SERVICES.
- (d) IN NO EVENT SHALL THE TOTAL LIABILITY OF ALL OIDF PARTIES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RELATED TO, OR CONNECTED WITH ANY CERTIFICATION OF CONFORMANCE EXCEED ONE DOLLAR (US \$1.00).

9. Intellectual Property

- (a) The trademarks OpenID®, OpenID® Certified, the mark that specifically references the OpenID Profile that is the subject of the certification (if applicable), and the names OpenID Foundation and OIDF, and all names, logos, trademarks, or service marks that contain such trademarks, are owned by OIDF, and may be used only as expressly permitted in this Agreement, or with OIDF's express written approval, or as otherwise allowed under applicable law.
- (b) Implementer acknowledges that its Certification of Conformance and Successful Test Results, as submitted to OIDF, are not confidential and that no one has an obligation to treat them as confidential.

10. License to Use Certification of Conformance. By submitting its Certification of Conformance, Implementer grants to OIDF and its licensees the worldwide, royalty-free, right and license to use, modify (for formatting purposes), reproduce, distribute, and publicly display such Certification of Conformance and corresponding Successful Test Results, all without the need to obtain any third party's permission. This license includes the right to host, index, cache, and tag the Certification of Conformance and the Successful Test Results.

11. Miscellaneous.

- (a) Modifications. OIDF may revise this Agreement at any time and for any reason. Such revisions apply to all new and renewed Certifications of Conformance submitted after notice thereof, which may be given by any means including posting the updated version on the OIDF website. In the event such revisions are intended to apply to Certifications previously published by OIDF, they shall be effective 30 days after written or electronic notice of such changes to Implementer's Authorized Contact, unless within such 30 day period Implementer requests in writing to OIDF that its published Certification of Conformance (1) be revoked or terminated or (2) not be subject to the Revisions.

- (b) No Partnership. There is no partnership or agency relationship between Implementer and OIDF. Except as expressly stated herein, neither Implementer nor OIDF has the power or the authority to obligate or bind the other.
 - (c) Severability. If any provision of this Agreement is found by a court of applicable jurisdiction to be unlawful, void, or unenforceable, the provision will be deemed severed from this Agreement and will not affect the validity and enforceability of any remaining provisions.
 - (d) Waiver. A failure to act with respect to breach of this Agreement on any occasion does not waive any right to act with respect to future or similar breaches.
 - (e) Entire Agreement. This Agreement, together with the Certification of Conformance, is the entire agreement between OIDF and Implementer relating to the Certification of Conformance, and replaces any prior understandings or agreements (whether oral or written) regarding same.
12. How to Contact OIDF. If you have any question about the Certification of Conformance or this Agreement, please contact OIDF at certification@oidf.net.

Henrique Fragelli

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