CertKit BETA Terms of Service

Revision 1.0
This Agreement was last modified on Aug 25, 2025

IMPORTANT NOTICE: CERTKIT IS BETA SOFTWARE. PLEASE READ SECTION 3 CAREFULLY REGARDING THE BETA NATURE OF THIS SERVICE.

These Terms of Service (the "Agreement") govern the use of the CertKit automated TLS certificate management platform described at https://certkit.com/ (the "Service") operated by TrackJS LLC ("TrackJS", "CertKit", "we", or "us"). This Agreement sets forth the legally binding terms and conditions for your use of the Service. "You" or similar terms means you, the person accessing the Service, the business or entity on whose behalf you access the Service, as well as any person on whose behalf you are using the Service or who may have rights through you.

By creating an account, by logging into the Service, and/or by accessing or using the Service in any manner, including, but not limited to, visiting or browsing the Service or sending data to the Service, you acknowledge that you have reviewed and accept the terms of service, agree to become bound by its terms, and certify that you are an authorized representative of the entity purchasing the service, and that you have the right and authority to enter into this agreement on the entity's behalf.

Account Terms

You must be at least 13 years or older to use CertKit.

1. Grant of License and Restrictions on Use

Subject to the terms of this Agreement and proper payment to TrackJS, TrackJS grants you a non-exclusive, non-transferable, limited right to use the Service and Certificate Management Agents (the "Agents") solely for your own internal business purposes for the term of this Agreement. You may embed the Agents within your own infrastructure and systems, but you may not distribute the Service or Agents (collectively, the "Software") as a stand-alone element to any third party.

In addition, you will not (and you will not allow any third party to):

- Copy, distribute, rent, lease, transfer or sublicense all or any portion of the Software to any third party;
- Modify or prepare derivative works of the Software;
- Use the Software to develop or assist in developing a competing product or service;
- Use the Software in any manner that threatens the integrity, performance or availability of the Software;
- Reverse engineer, decompile, or disassemble the Software;
- Remove, alter, or obscure any proprietary notices on the Software;
- Use the Software for any illegal or unauthorized purpose;
- Resell certificate management services based on CertKit without our express written consent.

2. Grant of License to TrackJS

You grant TrackJS a worldwide right to use, store, and reproduce the data gathered by CertKit regarding your certificate management activities (the "Data") as necessary for TrackJS to (i) provide the Service to you; (ii) develop and improve the Service; (iii) provide support and troubleshooting; and (iv) create reports or statistics using the Data in the aggregate, provided that no such report identifies you by name or other distinguishing mark.

3. Beta Service Terms

3.1 Beta Status Acknowledgment

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT CERTKIT IS BETA SOFTWARE THAT:

- **IS STILL UNDER ACTIVE DEVELOPMENT**

- **MAY CONTAIN BUGS, ERRORS, AND DEFECTS**
- **MAY EXPERIENCE DOWNTIME OR SERVICE INTERRUPTIONS**
- **MAY UNDERGO SIGNIFICANT CHANGES WITHOUT NOTICE**
- **MAY NOT FUNCTION AS INTENDED OR EXPECTED**

3.2 Beta Responsibilities

During the beta period, you acknowledge and agree that:

1. **Your Responsibilities:**
   - You must maintain backup certificate management processes
   - You must independently monitor certificate expiration dates
   - You must implement appropriate failover mechanisms
   - You must promptly report any issues or anomalies to us
   - You should not rely solely on CertKit for mission-critical certificate management
2. **Production Use at Your Own Risk:**
   - While CertKit may be used in production environments, you do so at your own risk
   - You acknowledge that beta software is inherently less stable than production software
   - You accept full responsibility for any certificate expirations or service disruptions
3. **Changes and Discontinuation:**
   - We may modify, suspend, or discontinue any features without notice
   - We may implement breaking changes that require reconfiguration
   - We may transition from beta to general availability, which may require migration

3.3 Feedback and Improvement

As a beta user, you agree to provide reasonable feedback about bugs, errors, feature requests, and user experience when requested. You grant us a perpetual, irrevocable, royalty-free, worldwide license to use any feedback you provide to improve the Service.

4. Certificate Management

4.1 Shared Responsibility Model

Certificate management is a shared responsibility:

CertKit is responsible for:

- Providing automated certificate provisioning functionality
- Maintaining the certificate management platform
- Implementing security best practices for the Service
- Providing reasonable notice of known issues

You are responsible for:

- Correctly configuring your domains and DNS settings
- Maintaining proper access controls and credentials
- Ensuring certificate deployment to your servers
- Monitoring certificate status and expiration
- Maintaining compliance with Certificate Authority requirements
- Implementing backup certificate management processes

4.2 Certificate Authorities

CertKit integrates with third-party Certificate Authorities (CAs). You acknowledge that:

- Certificate issuance is subject to CA policies and rate limits
- We are not responsible for CA downtime or policy changes
- You must comply with all CA terms of service and policies
- Misuse may result in rate limiting or blocking by CAs

5. Ownership

TrackJS warrants that, as of the date of this Agreement, (i) TrackJS is the sole and exclusive owner of the Software, (ii) TrackJS has full right, title and authority to grant all rights, title and interest of the Software under this Agreement, (iii) the Software does not infringe any valid United States patent, copyright, trade secret, trademarks or other intellectual property rights of a third party.

You acknowledge that the Software is the exclusive property of TrackJS. TrackJS retains all rights, title and interest in and to copyrights, trade secrets, trademarks and other intellectual property rights in the Software and you shall not acquire any right, title, or interest in the Software, except the right to use it in accordance with the limited license granted in this Agreement.

6. Term and Termination

Either party may terminate this Agreement at any time with notice. Upon termination, TrackJS will stop providing and you will stop accessing Services. Further, all rights and license to the Agents immediately terminate, you will immediately stop using the Agents in any way, and you will immediately delete and not retain any and all copies of the Agents in your possession or control. In the event of any termination during a paid billing period, you will not be entitled to any refunds of fees already paid. This Agreement will automatically terminate if you do not comply with any terms or conditions of this Agreement, including paying for the Services. All terms of this Agreement which by their nature are intended to survive termination of this Agreement shall survive.

7. Compliance with Laws

You represent and warrant that your use of CertKit will comply with all applicable laws and regulations. You are responsible for determining whether the Software is suitable for you to use with regard to all applicable laws and regulations, including, but not limited to HIPAA, PCI, SOC2, or other compliance frameworks.

8. Warranty Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, THE AGENTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TRACKJS DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT CERTIFICATE PROVISIONING WILL BE UNINTERRUPTED OR ERROR-FREE. TRACKJS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES AS TO NON-INFRINGEMENT.

TRACKJS SPECIFICALLY DISCLAIMS ANY WARRANTY THAT CERTIFICATES WILL BE ISSUED, RENEWED, OR DEPLOYED SUCCESSFULLY, OR THAT THE SERVICE WILL PREVENT CERTIFICATE EXPIRATION.

9. Limitation of Liability

TRACKJS' ENTIRE LIABILITY UNDER, FOR BREACH OF, OR ARISING OUT OF THIS AGREEMENT AND/OR RELATED TO THIS AGREEMENT, THE AGENTS AND SERVICES, IS LIMITED TO THE PAYMENTS ACTUALLY MADE BY YOU FOR THE SERVICE DURING THE THREE (3) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO ANY LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL TRACKJS BE LIABLE TO YOU OR ANY OTHER PERSON FOR:

- **ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND**
- **LOST PROFITS, REVENUE, DATA, OR USE**
- **COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES**
- **SERVICE INTERRUPTIONS OR CERTIFICATE EXPIRATIONS**
- **SECURITY BREACHES RESULTING FROM EXPIRED OR MISCONFIGURED CERTIFICATES**

WHETHER OR NOT TRACKJS WAS ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

10. Indemnification

You agree to indemnify and hold TrackJS, and its subsidiaries, affiliates, officers, directors, agents, partners and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of:

- Your use of the Services
- Your breach of this Agreement
- Your violation of any laws or third-party rights
- Any certificate expiration or misconfiguration
- Your failure to properly configure or monitor certificates

This indemnity obligation will survive the expiration or termination of this Agreement.

11. Confidentiality

11.1 Beta Confidentiality

During the beta period, you agree to maintain the confidentiality of:

- Non-public features and functionality of CertKit
- Performance metrics and test results
- Beta-specific documentation and communications
- Any information marked as confidential

11.2 Security Practices

You acknowledge that CertKit's certificate management methodologies, automation algorithms, integration approaches, and system architectures constitute valuable trade secrets and agree to protect such information.

12. Privacy

By agreeing to this Agreement you also agree to our collection, use and disclosure of information as described in the most-recent version of our Privacy Policy published at https://trackjs.com/privacy/.

13. Publicity

You are permitted to state publicly that you are a user of CertKit Beta. You agree that TrackJS may include your name in a list of CertKit Beta users, online or in promotional materials. You also agree that TrackJS may verbally reference you as a beta user of the Service. You may opt out of the provisions in this Section by sending an email opt-out request to hello@trackjs.com.

14. Governing Law and Venue

The Service is controlled and operated within the United States. This Agreement is entered into and performed in the State of Minnesota, United States of America. It is governed by and shall be construed under the laws of Minnesota, exclusive of any choice of law or conflict of laws provisions. In any claim or action directly or indirectly arising under this Agreement or related to the Service or Agents, each party irrevocably submits to the personal jurisdiction of the Minnesota State District Court sitting in Washington County, Minnesota or of the United States Court for the District of Minnesota. Each party waives any jurisdictional, venue or inconvenient forum objections to these courts.

15. General Provisions

This Agreement is the complete and exclusive statement of the agreement between us concerning its subject matter and supersedes all prior agreements and representations between the parties. Any waiver of or modification to the terms of this Agreement will not be effective unless executed in writing and signed by TrackJS. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other provisions of this Agreement. The software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

16. Beta Pricing

During the beta period, CertKit may be offered at reduced or no cost. We reserve the right to implement standard pricing upon transition to general availability. We will provide at least 30 days notice before implementing any pricing changes.

Changes To This Agreement

TrackJS reserves the right, at our sole discretion, to modify or replace these Terms of Service by posting the updated terms on the Site. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms.

Please review this Agreement periodically for changes. If you do not agree to any of this Agreement or any changes to this Agreement, do not use, access or continue to access the Service or discontinue any use of the Service immediately.

IN WITNESS WHEREOF, this Agreement is entered into and becomes a binding with effect from the first date of Service.

Customer: . . . .

Signature:. . . . .

Name: . . . .

Title: . . . .

Date Signed: . . . .

TrackJS LLC

Signature:

Name: Todd Gardner

Title: CEO

Date Signed: August 25, 2025