



# Clean Play Standards - Legal and Governance Working Pack

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Formation, impartiality, certification, mark, privacy, finance, security, and board-control drafts

Clean Play Standards

August 6, 2026



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# Important legal notice

These are structured working drafts, not legal advice and not “ironclad.” They require state-specific and fact-specific review by qualified nonprofit, trademark/certification, privacy, consumer-protection, tax, employment, insurance, and technology counsel.

Before production use, replace every placeholder, identify the legal operator, choose governing law and dispute process, confirm charitable-solicitation obligations, confirm data and vendor flows, complete mark clearance, adopt policies through valid board action, and make the public website match the adopted documents.

Until formation is complete, describe Clean Play Standards as an independent public-interest initiative preparing nonprofit incorporation. Do not claim IRS recognition, tax deductibility, registered certification-mark status, accreditation, or government approval without documentation.

## 1. Draft organizational purpose

The organization is formed for charitable and educational purposes, including developing, publishing, teaching, and administering public-interest standards and research concerning transparent, privacy-respecting, non-manipulative design of digital games and applications; educating developers and the public; and operating an impartial product-certification program consistent with applicable law and the organization’s charitable mission.

No part of net earnings inures to private persons except reasonable compensation and reimbursement. The organization does not participate in political campaigns and limits lobbying as required by the chosen tax status.

## 2. Draft nonmember governance model

The corporation has no statutory members. Applicant, credential holder, reviewer, contributor, donor, sponsor, partner, or participant are program relationships only and confer no ownership or voting rights.

The board holds ultimate responsibility for mission, standards independence, finances, officers, conflicts, security/privacy oversight, certification scheme, mark license, complaints/appeals architecture, executive oversight, and legal compliance.

## 3. Draft board composition

- at least three independent voting directors at launch where lawful and practical;
- staggered terms after the founding period;
- skills spanning mobile development, consumer protection/privacy, nonprofit governance/finance, certification quality, accessibility or child well-being, and security;
- majority independent from applicants, credential holders, sponsors, vendors, and founder-controlled businesses;
- annual disclosures and transaction-specific updates;
- minutes documenting recusals and disinterested decisions.



## 4. Conflict of interest and impartiality policy

Covered persons disclose ownership, employment, clients, investments, gifts, family/household relationships, consulting, advocacy, competitors, litigation, sponsorship, and any circumstance that could affect or appear to affect impartiality.

The conflict owner records the disclosure, risk, mitigation, recusal, replacement, and public disclosure where necessary. A person may not review or decide a product when a reasonable observer could doubt independence. No conflicted person receives nonpublic case information beyond what is needed to manage the conflict.

## 5. Founder-affiliated product policy

No founder-affiliated or organization-controlled product receives public certification in the founding pilot. Later consideration requires complete disclosure, founder/staff recusal, independent external technical review, independent decision maker, disinterested board approval, public registry conflict note, and no founder compensation tied to outcome.

## 6. Standards independence policy

The board or delegated standards committee controls versions, interpretations, consultation, transitions, and change logs. Donors, sponsors, applicants, credential holders, vendors, and platforms may submit evidence and comments but do not receive private veto, waiver, or case influence.

Mandatory requirements cannot be waived by a reviewer. Any defined exception must appear in the controlled standard and be available on equal terms.

## 7. Certification agreement - core terms

The applicant represents that it controls or is authorized for the product scope; submissions are accurate and complete; material behavior is not concealed; test access is lawful; and submitted material may be reviewed by authorized personnel and processors under confidentiality and privacy rules.

Clean Play may request evidence, test disclosed builds, issue findings, require remediation, deny certification, publish an agreed public summary, issue a credential, monitor public behavior, review material changes, investigate complaints, suspend, expire, revoke, or withdraw status under the scheme.

Certification is voluntary, product-specific, time-limited, revocable, and based on sampled/risk-based evidence. It is not a legal opinion, security warranty, age rating, accessibility certification, child-safety certification, platform approval, or guarantee about every future version.

The decision is recorded before billing or waiver processing. Fees or contributions do not guarantee or preserve a pass. The applicant receives notice and appeal rights under policy, subject to urgent protective action.

## 8. Clean Play Certified mark license

The credential holder receives a limited, nonexclusive, nontransferable, nonsublicensable, revocable license for the exact Active product scope. Digital use links to the credential page. Static use says Check Live Status and includes the credential ID or URL.



The holder may not alter the mark, imply organization-wide or government approval, tokenize or sell it, use permanent Active art in static contexts, use it after inactive status, or apply it to unlisted products, packages, versions, regions, or platforms.

Clean Play may request correction, suspend rights, terminate the license, report infringement/impersonation through applicable channels, and seek legal remedies. No document guarantees immediate platform takedown.

## 9. Fee, contribution, and waiver policy

The founding pilot is subsidized or waived. After a passing decision, Clean Play may request a \$12 annual certification-maintenance contribution. A written waiver is available under published eligibility/need criteria and does not alter review priority or rigor.

Any future application or audit charge is disclosed in advance, approved by disinterested governance, based on scope or work rather than outcome, supported by a waiver/subsidy policy, and reported transparently. Reviewers are not paid a success fee.

## 10. Complaints policy

Anyone may report suspected nonconformity, misleading mark use, process misconduct, conflict, security/privacy concern, or factual registry error. Reports may be minimized or anonymous where practical. Clean Play acknowledges, records, screens conflict, rates urgency, preserves evidence, investigates proportionately, gives the affected party a fair opportunity to respond when possible, takes interim action when needed, records outcome, and explains appeal rights.

Good-faith criticism is not retaliation grounds. Confidentiality is balanced with fairness, legal duties, safety, and transparency.

## 11. Appeals policy

An applicant or credential holder may appeal an adverse certification decision, suspension, revocation, or procedural ruling within the published period. A person independent of the original review/investigation decides the appeal from the defined record and any permitted new evidence. Possible outcomes are affirm, modify, remand, or reverse. Conflicts and reasons are recorded.

## 12. Website terms of use

Users may access public information, submit applications, check status, report concerns, and contact the organization. They may not interfere with security, scrape confidential areas, impersonate another person, submit unlawful or malicious content, upload unnecessary sensitive data, misuse the mark, or imply that application, payment, sponsorship, pilot participation, or a copied image equals certification.

Public materials are provided for education and may change. The live registry controls current credential status. To the extent lawful, the site is provided without warranties and liability limitations, governing law, dispute, notice, and severability clauses must be completed by counsel.



## 13. Privacy policy

### Data categories

- public website requests and security logs;
- contact and complaint submissions;
- applicant identity, authority, product scope, and questionnaire answers;
- evidence metadata and limited evidence files;
- reviewer, staff, volunteer, board, vendor, and donor records;
- decisions, credentials, status history, audit events, finance, and legal records.

### Purposes

Operate the site; prevent abuse; respond to inquiries; administer applications and certification; protect evidence; maintain registry/credentials; handle complaints/appeals; comply with law; secure systems; govern and fund the organization; improve the standard using aggregated or de-identified information.

### Principles

Minimize collection; do not sell personal data; do not use advertising tracking or behavioral profiling; limit access; use processors under contract; retain according to schedule/holds; support lawful requests; protect international transfers as required; and notify incidents when law or fairness requires.

Do not submit child data, customer records, private keys, passwords, production secrets, or third-party confidential material unless specifically requested through an approved secure channel.

## 14. Cookie and local-storage notice

The public site uses only strictly necessary security and functionality storage, such as Cloudflare security cookies, Turnstile, applicant draft data saved in the user's browser, session/access controls, and preferences. No advertising cookies or cross-site behavioral analytics are used.

The application form explains local draft storage and provides clear/export/delete controls. Server processing and exact storage must be updated to match the deployed configuration.

## 15. Evidence handling and retention policy

Classify evidence; collect minimum necessary; store private objects only in approved restricted systems; prohibit personal copies; log access; scan/handle files safely; set case-specific retention; support legal holds; delete on schedule; test deletion and backup handling; and document failures.

A typical working target is deletion of confidential audit evidence after case closure plus a defined short period, while preserving the evidence index, hashes, decision basis, credential, public summary, status history, agreement, and legally required records. Counsel and pilot results must set final periods.

## 16. Access control policy

- unique accounts and strongest available MFA;
- Cloudflare Access for administration;
- D1 role authorization after identity validation;
- least privilege and separate preview/production;
- two-person issuance;



- no shared administrator secrets;
- monthly privileged-access review;
- immediate offboarding;
- access logs and anomaly review;
- emergency account and recovery procedure.

## 17. Signing-key management policy

Use ES256/P-256. Generate keys under witnessed procedure. Store private material only in approved secret/HSM custody. Publish public JWKS. Identify every key by kid, activation, retirement, and compromise status. Do not log or transmit private keys through ordinary channels. Test rotation annually and after relevant personnel/platform events. On suspected compromise, disable issuance, publish warning, rotate, and reissue Active credentials.

## 18. Information-security and incident-response policy

Maintain asset inventory, access control, patching, dependency review, secure configuration, secret scanning, backups, restore tests, logging, rate limits, vulnerability reporting, vendor review, and tabletop exercises.

Incident steps: detect, contain, preserve, rotate, assess, obtain legal/insurance advice, notify, recover, monitor, publish proportionate transparency, and document corrective actions. Credential/status integrity receives immediate priority.

## 19. Vulnerability disclosure policy

Security researchers may report vulnerabilities to the published address. Provide scope, safe-harbor language reviewed by counsel, prohibited testing, data minimization, response targets, and coordinated disclosure. Do not promise payment unless a funded program exists. Never ask researchers to send private user/evidence data by ordinary email.

## 20. Financial controls

- entity-owned banking and payment accounts;
- documented authority limits;
- dual approval above board-set thresholds;
- no self-approval of reimbursements or related-party payments;
- monthly reconciliation by a person other than the initiator where possible;
- budget-to-actual and cash reporting;
- restricted-fund tracking;
- donor/sponsor agreements and concentration review;
- annual filings and independent review appropriate to size;
- no case outcome tied to payment.

## 21. Sponsor and donor independence

Sponsors and donors receive only the benefits stated in a public or written agreement. They do not choose reviewers, see confidential cases, influence standards privately, receive guaranteed certification, suppress findings, or control complaints. Material funding concentration, related parties, and restricted purposes are disclosed.



## 22. Whistleblower and nonretaliation policy

Directors, staff, reviewers, volunteers, applicants, credential holders, vendors, and the public may report suspected fraud, retaliation, conflict, data misuse, mark misuse, financial misconduct, safety concern, or policy violation. Reports are handled by an unconflicted person, preserved, investigated proportionately, and protected from retaliation for good-faith reporting.

## 23. Records retention policy

Create a schedule for corporate, tax, finance, board, contracts, personnel/volunteer, donors, standards, certification cases, evidence, credentials, complaints, security, access logs, website, and communications. Suspend deletion under a legal, audit, investigation, complaint, or incident hold. Preserve public credential/status history even when confidential evidence is deleted.

## 24. Accessibility statement

Clean Play aims for WCAG 2.2 AA-aligned public content and accessible forms, documents, media, and support. Provide keyboard use, visible focus, semantic headings/labels, alternative text, captions/transcripts, sufficient contrast, reduced motion, no color-only status, clear errors, and an accessibility feedback route. This is a commitment and improvement process, not a claim of certified conformance unless independently established.

## 25. Child-data and sensitive-data rule

The certification program is intended for developers and professional contacts, not children. Do not knowingly collect child applicant data. Applicants must not upload player/customer data, child data, health/biometric data, precise location, private communications, identity documents, credentials, or other sensitive data unless Clean Play specifically approves a lawful, necessary, secure, minimized method.

## 26. Vendor and data-processing minimum terms

Contracts should address documented instructions, confidentiality, security, access, incident notice, subprocessors, international transfers, deletion/return, audit information, availability, continuity, legal requests, independent reuse, sale/sharing, profiling, advertising, and termination assistance. A vendor's reputation does not replace actual configuration and contract review.

## 27. Internal audit and management review

At least annually, audit a risk-based sample of controlled documents, conflicts, reviewer competence, applications, decisions, payment separation, issuance, credentials, status changes, evidence, complaints, appeals, finance, access, vendors, incidents, communications, and corrective actions.

Management review evaluates effectiveness, independence, resources, risks, metrics, feedback, legal/source changes, audit results, incidents, and improvements. The board records decisions and owners.



## 28. Draft initial board actions

The founding board should consider resolutions to:

1. ratify incorporation and EIN;
2. adopt bylaws and elect officers;
3. accept project IP, domains, accounts, and records;
4. approve banking, fiscal year, budget, authority, and accounting controls;
5. adopt conflicts, whistleblower, records, privacy/security, evidence, sponsor independence, certification scheme, complaints/appeals, fee/waiver, and mark-license policies;
6. approve Standard 1.0 as controlled pre-launch draft;
7. authorize pilot audits but prohibit public certification until gates pass;
8. appoint pilot reviewers and independent decision makers;
9. approve Cloudflare preview configuration and security review;
10. set the production launch-gate process.

## 29. Draft annual conflict disclosure

Disclose positions, ownership, investments, clients, employers, advisory roles, close relationships, gifts, disputes, public advocacy, applicant/credential-holder relationships, vendors, sponsors, and other interests. Certify continuing update duty and agreement to recusal.

## 30. Legal launch checklist

- ☐ legal name and mark clearance;
- ☐ state formation and registered agent;
- ☐ EIN;
- ☐ bylaws and board actions;
- ☐ project IP/domain/account assignment;
- ☐ tax-exemption path;
- ☐ state tax and charitable-solicitation review;
- ☐ banking/accounting;
- ☐ insurance;
- ☐ counsel-reviewed standard claims;
- ☐ certification agreement;
- ☐ mark license and filing strategy;
- ☐ website terms/privacy/cookies/claims/accessibility/security;
- ☐ fee/waiver and payment separation;
- ☐ complaints and appeals;
- ☐ evidence/vendor/data map;
- ☐ staff/volunteer contracts and confidentiality;
- ☐ incident and breach obligations;
- ☐ records and legal holds;
- ☐ production release-gate sign-off.

## Final notice

Use these drafts as an organized agenda for qualified professional review. Do not represent them as adopted, enforceable, jurisdiction-complete, or attorney-approved until the actual organization completes that work.



# Appendix A - Important legal and formation notice

## Important Legal and Formation Notice

**Status date:** August 6, 2026

**Organization:** Clean Play Standards

**Current status:** Independent public-interest initiative preparing nonprofit incorporation

This launch kit contains operational and legal **drafts for attorney, accountant, board, and insurance review**. It is not legal advice and it is not “ironclad.” No template can account for every jurisdiction, fact pattern, product, employment relationship, tax issue, privacy law, or dispute.

Before public launch with paid certification operations, the founding board should replace every [[PLACEHOLDER]], select a state of incorporation, confirm the legal name and trademarks, adopt the policies through valid board action, obtain appropriate insurance, and have qualified counsel review at least the Articles, Bylaws, Website Terms, Privacy Policy, Certification Agreement and Fee/Waiver Policy, Audit Agreement, Badge License, and complaint/appeal process.

Until formation is complete:

1. Describe Clean Play Standards as a **formation-stage initiative**, not as an incorporated nonprofit or tax-exempt charity.
2. Do not state or imply that payments or donations are tax-deductible.
3. Do not issue a Clean Play Certified mark until the audit process, reviewer independence, evidence handling, and revocation process have been tested.
4. Do not collect payments in a founder’s personal account if the payment is represented as belonging to a nonprofit organization.
5. Do not promise legal compliance, safety, security, accessibility, child suitability, investment quality, or government approval.
6. Do not use the badge to imply that Clean Play tested source code, every feature, every region, every future release, or every legal requirement unless the public registry expressly says so.

Clean Play verification is a private standards decision based on a defined scope and evidence sample. It is not a government license, app-store approval, age rating, cybersecurity certification, legal opinion, financial guarantee, or assurance that a product is free from defects.

## Appendix B - Website Terms of Use working draft

### Website Terms of Use - Draft for Counsel Review

**Effective date:** [[EFFECTIVE DATE]]

**Operator:** [[LEGAL ENTITY NAME]], doing business as Clean Play Standards

**Formation fallback:** Until incorporation, replace the operator line with an accurate statement naming the responsible operator.

#### 1. Acceptance

These Terms govern use of cleanplaystandards.org, cleanplaystandards.com, associated public registries, application tools, and related online services (the “Site”). By using the Site, submitting information, or creating an application, you agree to these Terms. If you act for an organization, you represent that you have authority to bind it.



## 2. What the Site provides

The Site publishes voluntary standards, educational materials, public registry information, application tools, and verification status. Materials are general information, not legal, accounting, tax, accessibility, child-safety, cybersecurity, or investment advice.

## 3. Formation-stage notice

Until the public formation notice is removed, Clean Play Standards is a formation-stage initiative. It is not yet representing itself as an incorporated or IRS-recognized tax-exempt organization. Contributions are not represented as tax-deductible unless a current written notice states otherwise.

## 4. No government or platform endorsement

Clean Play Standards is independent. It is not affiliated with or endorsed by Apple, Google, the Federal Trade Commission, the Internal Revenue Service, UNICEF, W3C, 1EdTech, Cloudflare, Stripe, or any app store, government, standards body, or company unless a written partnership announcement expressly says so.

## 5. Permitted use

You may view, link to, quote short attributed excerpts from, and use downloadable materials according to their stated licenses. You may not:

- interfere with the Site, probe nonpublic systems, bypass access controls, or introduce harmful code;
- scrape personal contact information or use the registry for spam;
- impersonate an applicant, reviewer, credential holder, or Clean Play representative;
- submit false, misleading, confidential, infringing, malicious, or unlawfully obtained material;
- copy, alter, mint, sell, transfer, or display a Clean Play badge except under a current written badge license;
- imply that application, pilot participation, contribution, waiver, sponsorship, or payment equals certification;
- use the Site to harass, retaliate against, or expose a complainant, reviewer, child, or vulnerable person.

## 6. Applications and submissions

You retain ownership of submissions. You grant the operator a limited license to host, copy, analyze, secure, and share submissions with authorized reviewers and service providers as needed to administer the program. Public fields are published only as described in the application and Privacy Policy. Do not submit production secrets, private keys, unnecessary personal data, child data, or third-party confidential material unless specifically requested through an approved secure channel.

You represent that your submission is accurate to the best of your knowledge and that you have the right to provide it. Omission of dormant, regional, remotely configured, experimental, or scheduled features may affect a decision.

## 7. Standards and decisions

Standards may change through the published governance process. A certification decision applies only to the product, version range, platforms, regions, configurations, evidence, and dates shown in the public record. Clean Play may request additional evidence, correct errors, conduct an internal review, suspend or revoke a credential, or decline an application according to its policies. Internal review is not a public credential status.

## 8. Intellectual property

The Clean Play name, logos, badges, credential designs, and program identifiers are trademarks or service marks of the operator or are claimed for that purpose. Standards text and educational materials are licensed only as stated in the applicable file. No rights are granted by implication.



## 9. Third-party services and links

The Site may link to app stores, payment services, research, standards, and applicant sites. Those services have separate terms and privacy practices. The operator is not responsible for their content or availability.

## 10. Availability and security

The Site is provided on an “as available” basis. Maintenance, errors, attacks, outages, or legal requirements may interrupt it. Do not rely on the Site as the sole copy of an application, credential, or business record.

## 11. Disclaimers

To the maximum extent permitted by law, the Site and materials are provided without warranties of merchantability, fitness for a particular purpose, noninfringement, accuracy, uninterrupted operation, or a particular outcome. Some jurisdictions do not allow certain disclaimers, so they may not apply to you.

## 12. Limitation of liability

To the maximum extent permitted by law, the operator and its directors, officers, reviewers, volunteers, contractors, and licensors will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, lost profits, lost data, reputational loss, or business interruption arising from the Site. For claims not lawfully excluded, aggregate liability will not exceed the greater of US \$100 or the amount you paid the operator during the twelve months before the event. This section does not limit liability that cannot legally be limited.

## 13. Indemnity

To the extent permitted by law, an organizational user agrees to defend and indemnify the operator against third-party claims arising from its unlawful use, false submissions, infringement, badge misuse, or violation of these Terms. Counsel should adapt this clause to the chosen jurisdiction and nonprofit risk posture.

## 14. Suspension and termination

The operator may restrict access for security, legal compliance, fraud prevention, abuse, or material breach. Sections intended by their nature to survive will survive termination.

## 15. Governing law and disputes

These Terms are governed by the laws of [[STATE]], without regard to conflict rules. Venue will lie in [[COUNTY, STATE]], except where consumer law requires otherwise. Before filing a claim, the parties will attempt good-faith informal resolution for 30 days by written notice. Counsel should decide whether arbitration is appropriate; this draft does **not** impose mandatory arbitration.

## 16. Changes

Material changes will be posted with an updated effective date. Changes to paid certification services or active mark rights are governed by the applicable agreement and notice requirements.

## 17. Contact

Legal notices: [legal@cleanplaystandards.org](mailto:legal@cleanplaystandards.org)

General questions: [hello@cleanplaystandards.org](mailto:hello@cleanplaystandards.org)

Mail: [[LEGAL MAILING ADDRESS]]



# Appendix C - Privacy Policy working draft

## Privacy Policy - Draft for Counsel Review

**Effective date:** [[EFFECTIVE DATE]]

**Controller/operator:** [[LEGAL ENTITY NAME]] / formation-stage operator identified on the Site

Clean Play Standards is designed around data minimization. We do not use third-party advertising networks, behavioral advertising, cross-site profiling, or session-replay tools on the Site. This policy explains what we collect, why, how long we keep it, and the choices available to you.

### 1. Information we collect

#### Public website use

Our hosting and security providers may process IP address, request time, URL, user agent, approximate network location, security signals, and error information needed to deliver and protect the Site. We do not intentionally create advertising profiles from this data.

#### Applications and audits

We may collect:

- applicant, organization, role, email, phone, country, and authority information;
- product names, package identifiers, store links, versions, regions, audience, business model, and public descriptions;
- SDK, service, data-flow, monetization, account, notification, and subscription information;
- test access instructions, screenshots, videos, documents, contracts, logs, and other evidence;
- reviewer notes, decision records, remediation communications, conflicts, and status history.

Public registry fields are identified before submission. Evidence and private contacts are not public unless authorized or required by law.

#### Certification-maintenance contributions and payments

Stripe or another disclosed payment processor collects payment credentials. We generally receive customer identifiers, billing status, plan, amount, dates, and limited contact information, not full card numbers.

#### Complaints, appeals, comments, and correspondence

We collect the information you provide, supporting material, contact preferences, and our response history. Anonymous reports may be accepted, but limited contact can limit investigation.

#### Optional communications

If we offer a newsletter or event list, we collect the address and consent record. Marketing messages will include an unsubscribe route.

### 2. Purposes

We use information to:

- operate, secure, troubleshoot, and improve the Site;
- receive and evaluate applications;
- communicate with applicants, reviewers, credential holders, complainants, and the public;
- issue, verify, renew, suspend, and revoke credentials;
- process post-decision certification-maintenance contributions or waivers and maintain accounting records;
- prevent fraud, badge misuse, conflicts, abuse, and security incidents;



- meet legal, tax, governance, insurance, and records obligations;
- publish minimal registry and transparency information;
- conduct aggregated program evaluation without advertising profiles.

### 3. Legal bases for EEA/UK users

Where applicable, processing is based on contract steps requested by an applicant or credential holder, legitimate interests in operating a trustworthy standards program, consent for optional communications, and legal obligations. We will not rely on legitimate interests where overridden by your rights. Counsel should validate these bases before actively targeting EEA/UK users.

### 4. Sharing

We may share information with authorized staff, directors, reviewers, contractors, and processors that need it for the purposes above; with payment, hosting, security, email, storage, and professional-service providers under appropriate terms; with an applicant when investigating a complaint while protecting the reporter where possible; and with authorities or others when legally required or necessary to protect rights and safety.

We do not sell personal information. We do not share personal information for cross-context behavioral advertising or targeted advertising as those terms are used in covered U.S. state laws.

### 5. Public registry

For Active or historical credentials, the registry may show organization and product name, public description, platforms, store links, standard/version, issue and expiry dates, current status, credential identifier, decision summary, and disclosed exceptions. We avoid publishing private contact information, source code, security secrets, or confidential evidence.

### 6. Retention

The default schedule is in the Data Retention Policy. Typical periods are:

- incomplete/unsubmitted form data: kept only in your browser unless submitted;
- declined or withdrawn applications: up to 3 years after closure;
- confidential evidence objects: ordinarily up to 180 days from upload under the technical default, subject to earlier deletion, case needs, legal hold, dispute, or an adopted revised schedule;
- evidence metadata, findings, decisions, and case communications: up to 5 years after closure where needed for program integrity, disputes, insurance, or legal obligations;
- public status history: retained as needed for credential integrity and transparency, with personal data minimized;
- financial and tax records: 7 years or the required legal period;
- complaints and appeals: 5 years after closure;
- ordinary security logs: approximately 90 days, longer when tied to an incident or legal hold;
- newsletter records: until unsubscribe plus suppression evidence needed to honor the request.

We may retain data longer for litigation holds, fraud prevention, insurance, legal obligations, or an active dispute.

### 7. Security

We use access controls, least-privilege roles, encryption in transit, provider security features, audit logging, secure secrets, backups, reviewer confidentiality, and incident procedures appropriate to a small organization. No system is perfectly secure. Do not send private keys, production credentials, unnecessary personal data, or sensitive child data through a general application form.



## 8. International transfers

Providers and reviewers may operate in the United States and other countries. Where required, we will use a lawful transfer mechanism and disclose relevant locations. This section needs counsel review before active international expansion.

## 9. Your choices and rights

Depending on your location, you may request access, correction, deletion, restriction, portability, or objection; withdraw consent; opt out of optional communications; or appeal a denied privacy request. We may verify identity and preserve information required for credential integrity, fraud prevention, legal obligations, or public-interest records. Submit requests to [privacy@cleanplaystandards.org](mailto:privacy@cleanplaystandards.org).

We honor applicable browser-based opt-out signals for activities covered by law. Because we do not sell or use cross-context behavioral advertising, such a signal should not materially change the Site's ordinary operation.

## 10. Children

The Site and certification application are directed to developers and authorized adults, not children under 13. Do not submit a child's personal information as evidence. If child-related evidence is necessary, contact [privacy@cleanplaystandards.org](mailto:privacy@cleanplaystandards.org) first for a secure and minimized process.

## 11. Automated decisions

We do not intend to make final certification decisions solely by automated means. Tools may organize evidence or flag issues, but accountable human reviewers make and check decisions.

## 12. Changes

We will post revisions and identify material changes. We will provide additional notice where required.

## 13. Contact

Privacy: [privacy@cleanplaystandards.org](mailto:privacy@cleanplaystandards.org)

Security: [security@cleanplaystandards.org](mailto:security@cleanplaystandards.org)

Mail: [[LEGAL MAILING ADDRESS]]

EEA/UK representative, if required: [[REPRESENTATIVE]]

# Appendix D - Clean Play Certified mark license and use rules

## Clean Play Certified Mark License and Use Rules - Working Draft

### 1. Grant

For the term of an Active credential, Clean Play grants the credential holder a limited, revocable, nonexclusive, nontransferable, and nonsublicensable license to display the supplied Clean Play Certified mark only for the exact product, platforms, package identifiers, versions, regions, and limitations shown in the public registry.

### 2. Conditions

The holder must:



- use only supplied artwork and wording;
- preserve proportions, legibility, contrast, and required clear space;
- link digital use to the exact credential page;
- place the credential ID or verification URL beside static uses;
- use Check Live Status artwork in apps, store screenshots, print, and press;
- report material product changes;
- stop use immediately when status is Suspended, Expired, or Revoked;
- correct misleading claims within the stated notice period.

### 3. Prohibited use

The holder may not:

- use the organization logo as a product certification mark;
- imply company-wide, future-product, platform, legal, government, security, child-safety, accessibility, or quality approval;
- remove the registry link or credential ID from static contexts;
- display permanent Active artwork in an app-store screenshot or bundled executable;
- alter the wording to Approved, Verified, Endorsed, Safe, Official, Accredited, Guaranteed, or a tier;
- transfer, sell, sublicense, tokenize, mint, or represent the certification as an NFT or ownership asset;
- continue use after status becomes inactive;
- use the mark in a domain name, app title, product name, or social handle without written permission.

### 4. Status

Only Active authorizes mark use. Suspended, Expired, and Revoked records remain public to preserve history but do not authorize promotional display. Status unavailable is a service condition, not certification.

### 5. Monitoring and correction

Clean Play may monitor public use, request proof of implementation, require correction, temporarily suspend mark rights, revoke certification, and report infringement or impersonation through applicable platform, hosting, domain, or legal channels. No policy promises automatic or immediate takedown.

### 6. Ownership and goodwill

Clean Play retains all rights in the organization identity and certification mark. Use of the mark benefits the mark owner and creates no ownership, partnership, franchise, agency, statutory membership, or endorsement relationship.

### 7. Termination

The license ends automatically when the credential expires, is revoked, or the agreement ends. A credential holder that requests early termination receives a Revoked public status with a plain-language note that the holder ended the credential. Suspension temporarily removes use rights. Historical references may remain only when clearly dated and not presented as current.

### 8. Review

This is a formation-stage working draft. Qualified trademark and certification counsel must adapt it to the chosen jurisdiction, registration strategy, remedies, notice, dispute, and governing-law terms before production use.



# Appendix E - Governance charter working draft

## Clean Play Standards Governance Charter - Draft

### Mission

Clean Play Standards advances voluntary, evidence-based standards for mobile games that respect players' attention, privacy, autonomy, time, and money.

### Public-interest commitments

- decisions are separated from certification billing or maintenance contribution and sponsorship;
- standards, decision rules, badge meanings, conflicts, and change logs are public;
- applicants receive consistent requirements and a meaningful appeal route;
- credible player complaints can change status;
- the organization does not claim broader assurance than it actually tested;
- funding sources may not direct individual audit outcomes.

### Governance bodies

#### Board of Directors

The board holds fiduciary responsibility, adopts budgets and policies, appoints officers, oversees risk, protects mission independence, and approves major standards/governance changes. The target founding board is at least three unrelated directors with complementary skills.

#### Standards Committee

Maintains definitions, evidence requirements, public consultations, versioning, and interpretation notes. At least one seat should represent independent developers and one should bring consumer/privacy, accessibility, or child-well-being expertise.

#### Audit and Integrity Committee

Oversees reviewer competence, conflicts, sampling, quality control, complaints, appeals, revocations, and separation from revenue. A person with a direct conflict may not participate in a case.

#### Executive operations

Staff or volunteers administer the Site, applications, records, communications, and finances under board-approved authority.

### Standards lifecycle

1. Issue/problem statement.
2. Evidence and source review.
3. Draft with testable wording.
4. Public comment, normally at least 30 days for major revisions.
5. Disposition of material comments.
6. Board adoption and published effective date.
7. Transition period and versioned registry.
8. Periodic review, at least every 24 months.

Emergency clarifications may be issued to stop material deception or harm, followed by public review.



## Decision independence

Approval is determined before payment. Reviewers sign conflict and confidentiality acknowledgements. Donors and sponsors receive no applicant list, private evidence, pass quota, veto, or preferential decision. Aggregate reporting may acknowledge support.

## Transparency

Publish at least annually: board/officers; governing documents; standard versions; application/pass/decline/withdrawal counts; complaints and appeals; credential status changes; major conflicts; revenue categories; and program limitations. Protect personal, confidential, privileged, and security-sensitive information.

# Appendix F - Nonmember nonprofit bylaws working draft

## Draft Bylaws of [[LEGAL ENTITY NAME]]

**Attorney review required. Adapt to the nonprofit corporation law of [[STATE]].**

### Article I - Name and offices

The corporation's name is [[LEGAL ENTITY NAME]]. Its principal office and registered office are designated by the Board. It may conduct activities under the name Clean Play Standards.

### Article II - Charitable purposes and restrictions

The corporation is organized exclusively for charitable and educational purposes within Internal Revenue Code section 501(c)(3), including developing and publishing public-interest standards and education concerning humane, transparent, privacy-respecting, non-manipulative design of digital games and applications.

No part of net earnings will inure to private persons. The corporation will not participate or intervene in a political campaign for or against a candidate. Lobbying will not be a substantial part of activities except as permitted by law. The corporation will not conduct activities prohibited to a section 501(c)(3) organization.

### Article III - No statutory members

The corporation has no statutory members. "Applicant," "credential holder," "reviewer," "contributor," and "partner" are program relationships only and do not confer statutory membership, voting, or ownership rights.

### Article IV - Board of Directors

The Board governs the corporation. It will have not fewer than three and not more than nine directors, with the exact number set by resolution. Directors should be unrelated and collectively bring experience in mobile development, consumer/privacy protection, accessibility or child well-being, nonprofit governance, finance, and community representation.

Directors serve two-year staggered terms and may serve three consecutive full terms, after which a one-year break is required unless disinterested directors approve a mission-critical exception. Directors are elected by the Board. A director may resign in writing and may be removed as permitted by state law.



Vacancies are filled by the Board for the unexpired term. Directors receive no compensation for board service but may receive approved reimbursement and reasonable compensation for separate services after conflict review.

### Article V - Meetings and action

The Board meets at least quarterly. Annual notice and regular schedules may be adopted. Special meetings may be called by the chair, president, or any two directors. Notice is given as required by state law and may be electronic.

A majority of directors then in office constitutes a quorum unless law requires more. Actions require a majority of directors present, except where law or these Bylaws require a higher vote. Remote participation is allowed when all participants can communicate. Unanimous written consent may be used where allowed.

### Article VI - Officers

Officers are President/Chair, Secretary, Treasurer, and any additional officers appointed by the Board. The same person may hold multiple offices only as state law permits, but the President and Secretary should be different people. Officers serve one-year terms and until successors are elected.

The President executes board policy and may serve as chief executive; the Secretary maintains corporate records and notices; the Treasurer oversees finances, controls, budgets, reporting, and filings. The Board may delegate day-to-day authority in writing.

### Article VII - Committees and advisory bodies

The Board may establish committees. Only committees composed solely of directors may exercise board authority to the extent state law permits. Initial committees should include Standards and Audit/Integrity. Advisory councils have no board authority.

### Article VIII - Standards and verification integrity

The corporation will maintain published standards, scope, badge meanings, complaint and appeal procedures, conflict controls, and public change records. Payment, contribution, donation, sponsorship, or commercial relationships will not determine individual pass/fail decisions.

### Article IX - Conflicts and ethics

The Board adopts and annually administers a conflict-of-interest policy. Interested persons disclose material facts and do not participate in deliberation or vote except to provide requested information. Minutes document the process.

### Article X - Financial administration

The fiscal year is set by the Board. Funds are held in accounts titled to the corporation. The Board adopts signing authority, expense approval, reserve, gift-acceptance, and internal-control rules. No loan may be made to a director or officer except as law permits. Required federal, state, and local filings will be timely made.

### Article XI - Records and transparency

The corporation maintains records required by law and protects confidential applicant, complainant, security, personnel, and donor information. It publishes appropriate annual program and financial transparency information.



## Article XII - Indemnification and insurance

To the fullest extent permitted by law, the corporation indemnifies eligible directors, officers, employees, and agents acting in good faith and in the corporation's interests. The corporation may purchase directors-and-officers, cyber, general liability, media, professional, and other insurance. Counsel must adapt this Article.

## Article XIII - Nondiscrimination

The corporation does not unlawfully discriminate in governance, employment, volunteering, services, or program decisions. Standards decisions are based on published evidence requirements and legitimate scope factors.

## Article XIV - Amendments

The Board may amend these Bylaws by the vote required under state law after directors receive the proposed text with reasonable notice. Changes affecting standards independence, conflicts, no-member status, charitable purpose, or dissolution should require two-thirds of directors then in office.

Adopted on: [[DATE]]

Secretary certification: \_\_\_\_\_

***Formation-stage working material. Adoption, legal review, deployment, staffing, testing, and real records are required before production certification.***