



AppEsteem CEO's Dual Role Under Scrutiny: Report Reveals Evidence of Pay-to-Play Scheme, Rocks Antivirus Industry

Useful Links:

1. [Announcing the first set of Certified Deceptor Fighters](#)
2. [Why Certified apps sometimes get detected](#)
3. [Certified Apps](#)
4. [Deceptor Requirements](#)

One Pager: AppEsteem's Conflict of Interest with Antivirus-Malware Testing:

Issue: Dennis Batchelder, founder of for-profit certification company AppEsteem, also serves as the CEO of AMTSO, a non-profit testing standards organization for the antivirus (AV) industry. AppEsteem uses its "certified" and "deceptor" as additional testing criteria for AMTSO members, potentially boosting its own business while harming software developers.

Accusations:

- **Conflict of Interest:** By controlling both the certification criteria and testing standards, AppEsteem gains an unfair advantage. Security companies are encouraged to prioritize AppEsteem lists to achieve good AMTSO testing scores.
- **High Certification Rates:** Antivirus companies are incentivized to copy an AppEsteem "detection" to maintain high ratings, which can damage the detected apps, forcing them to pay AppEsteem to clear the detections. This business model requires AppEsteem to constantly increase the number of "deceptors" to continue growing its business.

Evidence:

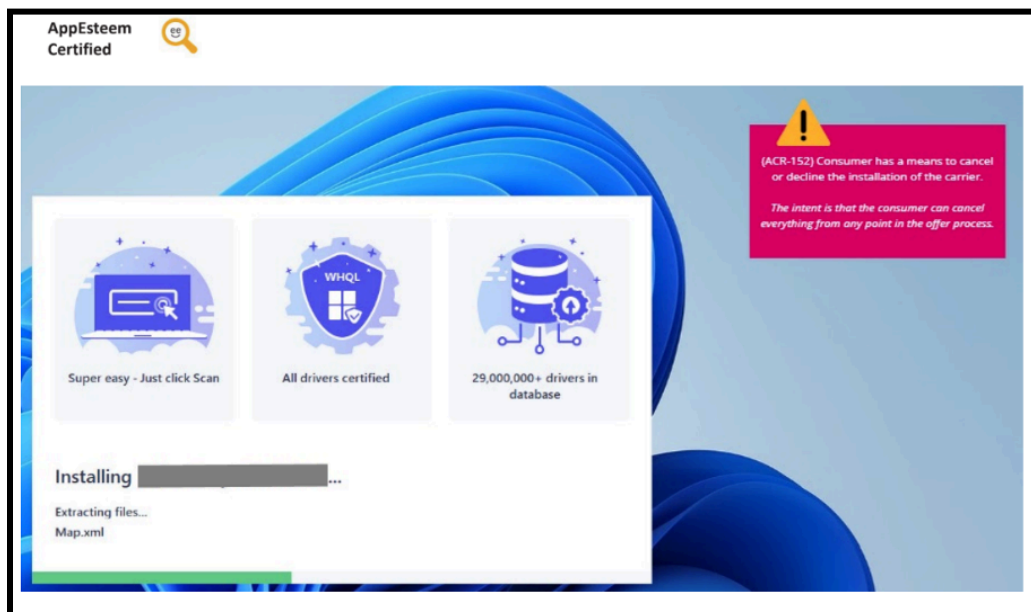
- The AMTSO website explains that anti-malware companies can score better in tests if they use AppEsteem's lists, giving them a clear advantage.
- Many AppEsteem-certified apps were found to be in violation of AppEsteem rules (ACRs), indicating a pay-to-play scheme.
- UWS Handling Certification Test Plan for 2020.
- AppEsteem's Deceptor Test Plan for Q4, part of an AMTSO pilot program.
- CleanApps, a non-profit supposedly for industry feedback, was founded by AppEsteem to serve AppEsteem's agenda.

The accusations point to a potential conflict of interest and abuse of power within the AV testing landscape. Concerns remain about AppEsteem's influence and the impact on fair competition and innovation within the industry.

Evidential Screenshots

Issue: AppEsteem certified app that violates ACR-152, one of many certified applications found to be in violation of AppEsteem ACRs.

Description: During multiple sweeps of the AppEsteem website, an AppEsteem certified application was found to be in violation of ACR-152. ACR-152 compels applications to “provide consumers with a means to cancel or decline the installation of the carrier.” The example shows that this application doesn’t allow the user to quit the installation process as there is no “x” button on the screen. This violation of ACR-152 could result in a negative user experience.



Issue: AppEsteem Deceptor Test Plan performed through AMTSO includes a **“Conflict of Interests Disclosure”** section, indicating that test results and scores seem to be dependent on the degree to which the anti-malware companies implement AppEsteem’s ‘certified’ and ‘deceptor’ lists. (screenshot below)

Keywords: anti-malware; compliance; assessment; testing; test plan; template; deceptor; security; App Esteem

AppEsteem and AMTSO
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AppEsteem Deceptor Test Plan for Q4 2017

Authored by: Dennis Batchelder, President, AppEsteem

AMTSO Consultative Resources: John Hawes, Scott Jeffreys

Abstract:

This Test Plan has been prepared by AppEsteem as part of the AMTSO Operational Pilot Implementation of the Draft 5 Standards. AppEsteem has commissioned AV Comparatives to run a comparative test to measure AV Vendor effectiveness of blocking apps it has called out as Deceptors. This Plan details the testing activities in its Deceptor Program for the Q4 2017 timeframe.

This document has been developed using Test Plan Template Version 1.1 from August 2017. Wherever conflicts might exist between this Template and the Standards, the Testing Protocol Standards will provide the prevailing rule.



Anti-Malware Testing Standards Organization

4. Participation

All participants in this test may be Voluntary. There is no cost to be voluntary.

Opt-Out Policy: We will honor any opt-out request for AV products who attest they have less than a 1% global consumer install share to opt out from this test. Vendors may opt out from the test up to the Test Commencement date (defined in Section 6).

Conflict of Interest Disclosure: The test will use the data and samples provided through AppEsteem's free-to-access Deceptor API and website. Vendors who regularly access and respond to AppEsteem's API will have a significant advantage over vendors who don't.

Funding: In the interests of driving urgency into protecting consumers better from unwanted and deceptive apps, AppEsteem and AV Comparatives are sponsoring this Deceptor test. AppEsteem anticipates that better Deceptor coverage will drive better behavior from app vendors, which may in turn increase AppEsteem's business.

5. Environment

Physical Configuration: We will test on standard Windows 10 Home Edition systems that attempt to replicate typical consumer configuration. The AV products will be tested in default configuration with a paid consumer license, even if this means PUA is turned off (we believe this is fine, as Deceptors are considered malware, and not PUA). We request that Voluntary Participants provide a consumer license key that can be used to test the product before Test Commencement, as defined in Section 6.

Sample Relevance: All samples used in the test will be obtained from the public pages listed on AppEsteem's Deceptor page. Note that some apps use forms of polymorphism, so the samples obtained for the test may be different than the samples that a vendor can download themselves.

Geographic Limitations: We have no geographic limitations in this test.

Curation Process: Samples will be obtained from the public pages listed on AppEsteem's Deceptor page. After the test is complete, the samples used will be made available to all participants. Participants may dispute the inclusion of any sample in the final results, and AppEsteem will review the disputes and be the sole decider of whether the sample will remain.

Distribution of Test Data: Vendors will be provided with a list of all the samples used in the test.

6. Schedule

Start Date Range: The Commencement Date of the test will occur between November 1, 2017 and November 30, 2017.

Test Duration and Calculated End Date: The test is anticipated to last one to two weeks from the commencement of the test.

Issue: AppEsteem Fee Schedule shows how AppEsteem's paid Premium Services include a membership in CleanApps, suggesting that **AppEsteem provides funding** for CleanApps, which is allegedly an independent "Business Association for App Makers and Marketers." (screenshot below).

AppEsteem® Fee Schedule¹

If your app or service has been identified as a Deceptor, you can submit it for reevaluation, and clear its Deceptor status, for free

PAY-AS-YOU-GO SERVICES²

App Review: We will review your app or service against the current Certification Requirements and inform you of any deficiencies. We will also provide you a list of any Detection Advisories that we have noted during the review.

- **Sign-Up and App Submission:** Sign the Master Services Agreement and submit your app or service for assessment through our customer portal.
- **Fees:** The fee for each pay-as-you-go app review is \$500.
- **Timing:** We will process your app or service on a first come, first served basis.

MONITORING SERVICES

Basic and Premium Services cover only one language and direct distribution. If your app distributes in more than one language, or if you distribute through affiliates, or if you use uncertified call centers, you must disclose this information to us and pay additional Monitoring Services as part of your subscription with us. If these fees fall into arrears for more than 90 days, we may revoke your certification. The monthly fees are as follows:

- **Additional Languages:** All additional languages are covered with a single monitoring fee of \$500/month.
- **Affiliate Distributions:** All affiliate distribution, including direct affiliates, affiliate networks, and bundlers, are covered with a single monitoring fee of \$500/month.
- **Uncertified Call Centers:** Each uncertified call center that you use for monetization is covered with an additional fee of \$500/month/call center.

BASIC SERVICES²

You may purchase Basic Services for any app or service you submit for certification, as described below. You must commit your app or service for a minimum of six months. All Fees, including applicable Monitoring Services Fees, will be billed monthly, and payment is due net 30. An app covered by our Basic Services will receive the following benefits:

- **Compliance Consulting:** We provide expert assistance and advice to help you better understand our Certification Requirements and make necessary changes to your apps and services. Basic Services provides this consulting in email only.
- **Detection Advisories and Selected AV Contact:** Upon each App Review, we will provide you with a list of Detection Advisories that we have noted. Once your app no longer has any outstanding Detection Advisories, we may assist you in contacting security companies to determine why they may still be blocking your app.
- **Standard App Reviews:** Your certification requests for any app or service covered by Basic Services will be processed on a first come, first served basis (apps submitted with Premium Services, however, will be prioritized).

If you purchase our Basic Services, you agree to pay the required Fees for a minimum of six months from the start date of your Services plan (the "Commitment Period"). Fees commence and accrue for all Apps from the date you submit your App for certification. The Fee for Basic Services is \$700 per month per app. Your maximum Fee for Basic Services, including required Monitoring Services Fees, is capped at \$8,000 per month.

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PREMIUM SERVICES²

You may purchase Premium Services for any app or service you submit for certification, as described below. You must commit your app or service for a minimum of six months. All Fees, including applicable Monitoring Services Fees, will be billed monthly, and payment is due net 30. An app covered by our Premium Services will receive the following benefits:

- **Compliance Consulting:** We provide expert assistance and advice to help you better understand our Certification Requirements and make necessary changes to your apps and services. Premium Services provides this consulting in email, phone, and video.
- **Detection Advisories and Selected AV Contact:** Upon each App Review, we will provide you with a list of Detection Advisories that we have noted. Once your app no longer has any outstanding Detection Advisories, we may assist you in contacting security companies to determine why they may still be blocking your app.
- **Expedited App Reviews:** Your certification requests for any app or service covered by Premium Services will be prioritized and processed before non-premium certification requests.
- **AppEsteem Insider Program:** You will be invited to participate in monthly conference calls (and occasional in-person get-togethers) where you'll hear what our security partners are saying; get the inside scoop on the latest trends and developments at AppEsteem; be notified of changes to the Deceptor program; learn about new features and capabilities of our products, programs, prices, and policies; have the opportunity to give input to AppEsteem on changes you'd like to see and how best to implement those changes; and share with us information and suggestions you'd like us to relay to our security partners.
- **CleanApps.org Membership:** During the time your company has subscribed to at least one Premium Services app, if you have chosen to become a basic member of CleanApps.org, AppEsteem will pay at the annualized rate of \$1,000/year for that membership.

If you purchase our Premium Services, you agree to pay the required Fees for a minimum of six months from the start date of your Services plan (the "Commitment Period"). Fees commence and accrue for all Committed Apps from the date you submit your App for certification. The Fee for Premium Services is \$1,000 per month per app. Your maximum Fee for Premium Services, including required Monitoring Services Fees, is capped at \$10,000 per month.

(1) This Fee Schedule is part of the AppEsteem Master Services Agreement (the "Agreement"), and all terms and conditions of such Agreement are hereby made part of this Fee Schedule to the same extent and with the same force and effect as if they were fully set forth herein. Any conflict between this Fee Schedule and the Agreement shall be controlled by the terms of the Agreement.

(2) The approval or denial of certification of each app or service will be based solely on whether the app meets the current Certification Requirements and complies with terms of the Agreement. Certification reviews are completed independently of any other Services you may purchase, or fees you may pay. In other words, no one can buy certification by retaining our Services, but we can work with you and provide Services that help better protect consumers and ensure your app's or service's ongoing compliance with our Requirements. Although certification is available for any qualified app or service, we reserve the right to decline or terminate our Services, or adjust our Fees, if we believe, in our sole discretion, that taking such action is in the best interests of consumers. We may terminate any Services, including Certification, for any app or service that violates any of the Deceptor Requirements, in our sole discretion.

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