

## JOE SANDBOX CLOUD BASIC ONLINE SERVICE TERMS AND CONDITIONS OF USE 2.0

### 1. SCOPE OF APPLICATION

Joe Sandbox Cloud Basic is a fully automated analysis service for trojans, viruses and rootkits offered by Joe Security LLC (“**Service**”). Customers of Joe Security LLC (“**Customer**”) may upon agreeing to these terms and conditions of use, submit or provide access to certain files and urls for analysis by the Service to Joe Security LLC. Agreement to these terms and conditions of use is assumed to occur at the latest upon the first upload of or access to a Sample (as defined below) by Customer or Service. These terms and conditions of use apply to any use of the products and services of Joe Security LLC and form an integral part of any contract between Joe Security LLC and its Customers for the Service.

### 2. SERVICE

For the purposes of this Agreement and for the purposes of the Service, Malware is defined to mean any malicious software of any kind including, without limitation trojans, viruses, rootkits, malicious code inside documents, malicious code in websites (malware) and other malicious code (“**Malware**”). Customer may submit a copy of its sample file, document, URL, email and url suspected to contain Malware (“**Sample**”) to Joe Security LLC for analysis using the methods of submission specified by Joe Security LLC from time to time. The Service will take place on dates and times determined by Joe Security LLC. Joe Security LLC does not warrant that it will commence or complete the Service of the Sample within any particular time frame. However, Joe Security LLC will use its reasonable commercial efforts to complete the Service within 24 hours from the time that Joe Security LLC receives the Sample and any other information which Joe Security LLC requests from Customer to complete its analysis. Customer acknowledges and agrees that analysis results and data included but not limited to screenshots, network data, binary and memory strings, created files, disassembly, class and function names, MD5 and other hash sums (“**Analysis Data**”) getspublished by the Service and are accessible by the public.

### 3. CUSTOMER WARRANTY

Customer warrants by submitting a Sample to Joe Security LLC for analysis, to have the necessary rights to submit such Sample to Joe Security LLC and not to breach the rights (including, without limitation, any intellectual property rights) of any third party. Customer warrants by submitting a Sample to Joe Security LLC for analysis to have the necessary rights (including, without limitation, any intellectual property rights) to publish analysis data. Customer further warrants to not use the Service for any unlawful purpose (including detection of Malware) or develop and test offensive malware or evasive technologies to bypass malware detection included in the Service or reverse engineer, decompile, disassemble or otherwise attempt to determine the source code, ideas, algorithms or structure of the Service or any copyrighted or protected software.

### 4. USE OF REPORTS AND SAMPLES

Upon analyzing the Sample, a report and additional analysis data will be generated and provided to Customer in the manner determined by Joe Security LLC from time to time (“**Report**”). All content contained in the Report is the copyrighted work of Joe Security LLC.

Customer is permitted to reprint the whole or part of the Report, provided that the reprint:

- (a) clearly and prominently states that the content was created by Joe Security LLC;
- (b) contains a link to <http://www.joesecurity.org>

Joe Security LLC may use and commercially exploit the Samples and the information contained in the Report including but not limited to: share, trade, sell, license, create derivative works, provide access for other organisations.

## **6. CUSTOMER INDEMNITY**

Customer agrees to indemnify Joe Security LLC and keep Joe Security LLC and its third party licensor’s harmless of any loss, cost, expense or damage (including full legal costs) which Joe Security LLC and its third party licensor’s suffers or incurs as a direct or indirect result of:

- (a) any breach of this Agreement by Customer; or
- (b) any action, claim, proceeding or demand instituted or made against Joe Security LLC by a third party claiming that Joe Security LLC’s analysis and/or use of the Sample infringes any rights of any third party.

## **7. CONFIDENTIALITY AND PUBLICITY**

Joe Security LLC will keep in confidence and not disclose to any third party the identity of its Customers, subject to any statutory disclosure requirements.

## **8. PRIVACY POLICY**

In providing the Services Joe Security LLC complies with the legislation in force concerning the treatment of personal data, in particular the Swiss Telecommunications and Data Protection Act. Joe Security LLC shall only collect, store and edit personal data in order to meet its contractual obligations, maintain Customer relations (including promotional activities), safeguard a high quality level of its Service and for invoicing purposes.

Customer also agrees that Joe Security LLC may pass on personal data about Customer to third parties insofar as this is necessary for the provision of the Services or for payment or collection purposes.

Joe Security LLC shall take adequate measures to protect its infrastructure from intrusion by third parties. However, it is not possible to guarantee total protection from unauthorized access or eavesdropping. Joe Security LLC cannot be held liable for such intrusions.

## **9. INTELLECTUAL PROPERTY RIGHTS**

For the purposes of this Agreement, the term “intellectual property rights” will mean all intellectual property rights of any kind whatsoever throughout the world, whether existing now or in the future, including, without limitation, all rights in copyright, trademarks, patents and designs (whether or not such rights are registered or not).

Customer acknowledges and agrees that the intellectual property rights and all rights in any test results, Reports or other materials generated by Joe Security LLC under this Agreement or in relation to this Agreement will be owned by Joe Security LLC and/or its third party licensor’s. Customer agrees not to have any claim or ownership over such intellectual property rights.

#### **10. REPRODUCTION, MODIFICATION AND ABUSE OF SERVICE**

Except as expressly set forth in this Agreement, Customer may not do any of the following:

- (a) Use, reproduce, modify or prepare derivative works of any portion of the Service; or
- (b) Transfer, encumber, sublicense, disclose, rent, lease, offer for timesharing or distribute any portion of the Service; or
- (c) Generate testing or evaluation results of the Service to be included or used in academic, conferences or media papers, thesis or other research work; or
- (d) Analyze samples which are related to pornographic, obscene, nude, graphically violent, and other inappropriate content; or

In addition, Customer will not do any of the following, to any portion of the Service reverse engineer, decompile, disassemble or otherwise attempt to determine the source code, ideas, algorithms or structure underlying any of the Service, except to the extent that Customer is permitted by applicable law to reverse engineer the Service despite the foregoing restriction. Also Customer will not develop and test offensive malware or evasive technologies to bypass malware detection included in the Service or reverse engineer, decompile, disassemble or otherwise attempt to determine the source code, ideas, algorithms or structure of copyrighted or protected software.

#### **11. LIMITATION OF LIABILITY**

Customer hereby acknowledges that the analysis and report generated by Service cannot be guaranteed to be error free or free of any defects. In particular, Joe Security LLC does not guarantee that Service will detect and/or report all Malware or correctly detect or report any threat contained in any Sample submitted by Customer. Customer agrees that Customer will use its independent judgment in its analysis of the contents of any Report and will not rely on the results of any Report for any purpose. Customer makes use of the contents of any Report at its own risk.

In the event any terms, conditions, representations or warranties are included by law into the terms and conditions of this Agreement (“**Mandatory Terms**”), which cannot be lawfully excluded, such Mandatory Terms will apply, save that Joe Security LLC’s liability for breach of any such Mandatory Terms will be limited, to the extent permitted by law, at Joe Security LLC’s option, to any one or more of the following:

- (i) supplying of the Services again; or
- (ii) the payment of the cost of having the Services supplied again.

If Joe Security LLC's liability for breach of any Mandatory Terms are capable of exclusion, they are hereby excluded to the fullest extent permitted by law.

Except as provided by the Mandatory Terms (if any), which are not capable of exclusion or limitation, or as expressly set out in these terms and conditions:

(a) Joe Security LLC makes no warranties in relation to the Service or the content of any Reports, including warranties as to the performance or fitness for purpose of the Service or the Reports (other than Joe Security LLC is entitled to grant to Customer the right to use Service as set out in these terms and conditions); and

(b) CUSTOMER WILL NOT UNDER ANY CIRCUMSTANCES HAVE ANY CAUSE OF ACTION AGAINST, OR RIGHT TO CLAIM OR RECOVER FROM JOE SECURITY LLC OR ITS THIRD PARTY LICENSOR'S FOR OR IN RESPECT OF ANY LOSS, DAMAGE OR INJURY ARISING FROM THE USE OF SERVICE, ANY SERVICE, ANY REPORT, OR ANY BREACH OF THESE TERMS AND CONDITIONS.

JOE SECURITY LLC AND/OR ITS THIRD PARTY LICENSORS'S WILL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF DATA OR ECONOMIC LOSS) ARISING OUT OF A BREACH OF THESE TERMS AND CONDITIONS, ARISING FROM YOUR USE OF SERVICE OR ARISING OUT OF THE SUPPLY OF A DEFECTIVE REPORT. CUSTOMER AGREE THAT IF JOE SECURITY LLC IS IN BREACH OF THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF JOE SECURITY LLC OR ITS THIRD PARTY LICENSORS'S TO CUSTOMER FOR ANY AND ALL BREACHES OF THIS AGREEMENT WILL BE THE TOTAL AMOUNT OF THE FEES PAID BY CUSTOMER TO JOE SECURITY LLC UNDER THIS AGREEMENT.

IF NO AMOUNTS ARE PAID TO JOE SECURITY LLC BY CUSTOMER UNDER THIS AGREEMENT, THEN THE MAXIMUM AGGREGATE LIABILITY OF JOE SECURITY LLC TO CUSTOMER FOR ANY AND ALL BREACHES OF THIS AGREEMENT WILL BE CAPPED AT ONE SWISS FRANC.

Customer acknowledges to have exercised its independent judgment in using Service and any Report and have not relied upon any representations made by Joe Security LLC which have not been stated expressly in these terms and conditions or upon any descriptions or illustrations or specifications contained in any document, including catalogues or publicity material produced by Joe Security LLC.

## **12. MISCELLANEOUS**

No failure or omission to carry out or observe any term of this Agreement will give rise to a claim by Customer against Joe Security LLC or result in a breach of this Agreement by Joe Security LLC if such failure or omission arises by reason of delay or inability to perform caused by technology failure, communications failure, war, whether declared or not, civil rebellion, strike, fire, storm or other severe action of the elements, accident, government or statutory restriction or from other similar causes which are unavoidable or beyond the reasonable control of Joe Security LLC.



A provision of or a right created under this Agreement may not be waived or varied except in writing signed by the party or parties to be bound by the waiver or variation. No single or partial exercise by any party of any right, power or remedy under this Agreement will preclude any other or further exercise of that or any other right, power or remedy. The rights, powers or remedies provided in this Agreement are cumulative with and not exclusive of any rights, powers or remedies provided independently of this Agreement.

Joe Security LLC may transfer its rights and obligations under this Agreement to any person with or without notice to Customer. Customer must not assign your rights or obligations under this Agreement without Joe Security LLC's prior written consent (which may be withheld).

### **13. GOVERNING LAW AND JURISDICTION**

This Agreement is subject to Swiss Laws.

The exclusive place of jurisdiction is Reinach, Baselland. Joe Security LLC shall be entitled to enforce its rights in any other competent court.