

## **ANAGRAM TERMS OF SERVICE**

Please read these Terms of Service (“Agreement”, “Terms of Service”, “Terms”) carefully. This Agreement is legally binding and made by and between Anagram Consulting Pte Ltd (the "Company", “our”, “us”, “we”) and each individual, business, organization or other person or entity (“you”, “your”, “user/s”) that uses and or accesses the Anagram website [www.anagram.cloud](http://www.anagram.cloud) and the service provided (Collectively referred to as “Anagram Web Application”).

By accessing or using the Anagram Web Application, you agree to be bound to Terms and Service described in this Agreement. If you do not agree to these Terms of Service, do not subscribe to, access, or use the Anagram Web Application. Each time Anagram Web Application is used, an implicit affirmation is given for the acceptance of the terms and conditions herein.

### **Purpose**

The Anagram Web Application is an automated tool automating the deploying process and managing the rules of the Web Application Firewall (WAF) service provided by Amazon Web Services (AWS) to you. It allows an efficient integration of the AWS WAF to your system and keeps updating the rules to ensure the efficiency outcome expected from the integrated WAF is maintained.

### **Acceptance of Terms of Use**

The Anagram Web Application is offered to you conditional upon your acceptance of the terms, conditions, and notices contained herein and updated from time to time. We may modify these Terms of Service, or any part thereof, or add or remove terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Although we will endeavour to provide you with notice of material changes, your use of the Anagram Web Application after such posting shall be deemed to constitute acceptance by you of such modifications, additions or deletions. The Company may modify, suspend, discontinue or restrict the use of any portion of the Anagram Web Application, including the availability of any portion of the content at any time, without notice or liability.

## **Limited Right to Use**

You are granted only a limited, non-exclusive, non-transferable, non-sub licensable license to use the Anagram Web Application, for use solely by you and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. You expressly acknowledge that you do not acquire any ownership rights by downloading any copyrighted material from or through the Anagram Web Application.

## **Description of Service**

Anagram Web Application is a subscription model available both as annual and monthly subscriptions. This is an automated tool to deploy AWS WAF services creating a seamless solution to integrate the WAF to your system. Its algorithm ensures use of most of the rules built in by AWS to deter unnecessary access into your web application. Further, the Anagram Web Application keeps updating the WAF rules by incorporating newer rules which aid in a competent elimination process of unnecessary and or detrimental attacks on your web applications.

## **Anagram Web Application Availability**

The Company will use its best efforts to make the Anagram Web Application available 24 hours a day, everyday. However, the Company makes no representation or warranty that uninterrupted 24 hours a day, everyday service will be available, especially since a third party provides the software and hosting of the Anagram Web Application. You agree and acknowledge that the Anagram Web Application will, at times, be unavailable due to regularly scheduled maintenance, service upgrades, or other mechanical or electronic failures and that the Company shall not be liable for such downtimes. The Company shall not be responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Anagram Web Application. The Company is not responsible for any problems or technical malfunctions of any telephone or fiber network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email to be received by the Company on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to your computer or peripherals related to use or downloading any materials from the Anagram Web Application.

## **Provision of information and User conduct**

You agree to use the Anagram Web Application only for purposes that are legal, proper and in accordance with Terms herein, and all applicable laws and regulations in the relevant legal jurisdictions. Without limiting the foregoing, you represent and warrant to the Company that you have the rights and authority to submit the information you provide to the Company in connection with your use of the Anagram Web Application, and such submission and publication of such information through the Anagram Web Application does not and will not infringe the rights of any person or third party.

You further Agree to:

- (a) represent yourself accurately and truthfully at all times;
- (b) grant us the right to verify independently by any lawful means any information that you submit to the Anagram Web Application about yourself;

You further represent, warrant and agree to NOT:

- (a) use the Anagram Web Application for illegal purposes or for promotion of dangerous activities;
- (b) use (or encourage or help others to use) the Anagram Web Application for any purpose or in any manner that is prohibited by these Terms of Service or by applicable law;
- (c) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with the Company or any other person or entity;
- (d) upload, post or otherwise transmit to or distribute or otherwise publish through the Licensed Application any materials anonymously or under a false name;
- (e) upload, post or otherwise transmit any content that you do not have a right to transmit under any law or under contractual duties (such as insider trading regulations, internal corporate policies or non-disclosure agreements);
- (f) violate, plagiarize or infringe the rights of third parties, including, without limitation upload, post or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

- (g) upload, post or otherwise transmit any material that contains software viruses, worm, Trojan horse or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (h) interfere with or disrupt the Anagram Web Application or servers or networks connected to the Anagram Web Application, or disobey any requirements, procedures, policies or regulations of networks connected or applicable to the Anagram Web Application;
- (i) violate through use of the Anagram Web Application any applicable local, state, national or international law;
- (j) “stalk” or otherwise harass another person or user of the Anagram Web Application, or take any action invasive to another’s privacy (by posting, for example, another’s photograph, address, email, phone number or any other contact information) without permission from such other person;
- (k) solicit passwords or personal identifying information from other users for unintended, commercial or unlawful purposes;
- (l) use any robot, spider, other automatic device, or manual process to monitor or copy the Anagram website or their contents, or any substantial part thereof without our prior written consent.
- (m) access (or attempt to access) the Anagram Web Application by any means other than through the interface(s) provided by the Company, or access (or attempt to access) the Anagram Web Application through any automated means (including use of scripts, web crawlers or the like) or otherwise engage the Anagram Web Application in a manner reasonably likely to be harmful to the systems operating the Anagram Web Application or the access or use of the Anagram Web Application by others;
- (n) reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, the Anagram Web Application; and

If you encounter any of these prohibited uses, we encourage you to report them to us immediately.

### **User Password and Security**

When registering through the Anagram Web Application, a user may be asked to create an account and provide us with specific information including, but not limited to, name and/or organization name, a valid email address, website ownership verification information and cloud access credentials.

By doing so, each user represents that the user is the individual who is registering, and that the user has the right to provide information through the Anagram Web Application. You further acknowledge that we have no responsibility for verifying the identity of users and determining whether a particular user is authorized to use the Anagram Web Application.

Using the Anagram Web Application requires the use of a username and password. The user will create the desired username and password required to authenticate the application during the subscription process. Safeguarding the confidentiality of the username, password and account itself are the responsibility of the user and the user agrees to take any and all actions necessary to maintain the privacy of such information. Any activities that occur under users' accounts shall be the responsibility of the user. You agree to notify the Company immediately of any unauthorized use of accounts or any other breach of security or if passwords are lost or stolen. The use of another person's username and / or password is expressly prohibited.

You acknowledge that the use of username and the two-factor authentication is an adequate form of security and that any additional security measures are not necessary. You are solely responsible for (1) authorizing, monitoring, controlling access to and maintaining strict confidentiality of your username and password, (2) not allowing another person to use your username or password, (3) any changes or damage that may be incurred as a result of your neglect to maintain the strict confidentiality of your username and password, and (4) promptly informing the Company in writing of any need to deactivate a username due to security concerns or otherwise. The Company is not liable for any harm related to the misuse or theft of usernames or passwords, disclosure of usernames or passwords, or your authorization to allow another person or entity to access and use the Anagram Web Application using your username or password.

The Company will use its best efforts to make the Anagram Web Application secure from unauthorized access. The third-party provider of software and hosting for the Anagram Web Application provides encryption on communication between the Anagram Web Application and your device and also provides other security measures, some not disclosed to us to keep them more secure. However, you agree that you recognize that a risk still exists, however small, that a breach of such security may occur. You agree that you shall not attempt to disable or circumvent any security features on the Anagram Web Application or ask any third party to do so on your behalf.

THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EFFICACY OF THE SECURITY OF THE ANAGRAM WEB APPLICATION AND SHALL NEVER BE LIABLE FOR ANY ACTUAL OR CONSEQUENTIAL DAMAGES, CLAIMED OR OTHERWISE, ARISING FROM ANY BREACH OR ALLEGED BREACH OF SECURITY OF THE ANAGRAM WEB APPLICATION.

### **Termination of User Account**

You agree to notify the Company immediately when your account through the Anagram Web Application is to be terminated. You cannot be assured that access has been terminated until you receive confirmation of the termination from the Company. In addition, weekends, holidays and other non-business days could cause a delay in the receipt of such request for termination.

You can cancel your subscription for the Anagram Web Application and terminate same through the billing page. Upon cancellation the Anagram Web Application will be discontinued at the end of the existing billing period.

### **Intellectual Property**

The Anagram Web Application materials, trade names and trademarks, and any parts or elements thereof are solely and exclusively owned and operated by Company and its third-party vendors and hosting partners. Anagram Web Application materials are protected by copyright, patent, trade secrets, and trademark laws, international conventions and treaties, and all other relevant intellectual property and proprietary rights laws. The company, its affiliates and licensors retains all right, title and interest in the Anagram Web Application, materials trade names and trademarks, and any parts or elements. Your use of Anagram Web Application and materials, and any parts or elements does not grant to you any ownership right or intellectual property rights therein. Any commercial or promotional distribution, publishing or exploitation of the Anagram Web Application materials is strictly prohibited unless you have received express prior written permission from Company or the otherwise applicable rights holder. The Company reserves all rights to the Anagram Web Application, materials and Anagram Web Application trade names and trademarks not expressly granted in the Terms.

## **Limited Warranty**

The Company warrants you that support services will be delivered with reasonable skill and care. Any changes to the functionality of the Anagram Web Application is in effect from the upcoming billing period.

The warranties do not apply to any breach caused by: (a) any change to the Anagram Web Application, except where the changes were made by the Company; (b) your failure to provide a suitable installation or operating environment for the Anagram Web Application; (c) use of the Anagram Web Application on or caused by software, firmware, computer systems, data, technology or a hardware platform not approved by the Company in writing; (d) any telecommunications medium used by you; (e) failure of you to comply with the documentation; or (f) failure of you to report a warranty claim within the warranty period.

## **Our Liability**

We do not confirm the identity of each user. We are not involved in any individual user-to-user transactions. We do not control the conduct of users on the Anagram Web Application except as noted herein. In situations where disputes arise between users, you hold us harmless from any and all associated claims and damages (actual or consequential and direct or indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Other than our security and data protection obligations expressly set forth in our privacy policy, we assume no responsibility or liability for your data, and you shall be solely responsible for your data and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that the Company shall not monitor and/or moderate your data and there shall be no claim against the Company for whatsoever reason other than in terms of the Company privacy policy.

## **Limitation of Liability**

In no event shall you or the Company be liable under this Agreement for any indirect, incidental, special, consequential or punitive damages, or damages for business interruption, loss of profits, revenue, data or use, or cost of cover suffered by the other party or by any third party, whether in an action in contract or tort, and even if the party has been advised of or is aware of the possibility of

such damages. Company's total liability for direct damages suffered by the user or any of its affiliates under this Agreement or related to the Anagram Web Application shall in no event exceed an amount equal to three (3) times the average monthly fee paid by you to the Company under this Agreement.

The Company takes no accountability or responsibility for any damages caused due to a breach of duties under this Agreement.

You are aware and have been made aware at the time of accessing the Anagram Web Application the functions and capabilities of the said Anagram Web Application and you shall not thereafter at anytime make any claims against the Company with regard to the result of all such functions if the users do not use the Anagram Web Application as advised and if the Anagram Web Application is being used for illegal activity or used for other than the purpose for which it is supposed to be used for and intended as its purpose by the Company.

#### **Anagram Web Application Operation Disclaimer**

We do not guarantee that the Anagram Web Application will be error free or that our servers are free of viruses or other potentially destructive entities. The user understands that the Company cannot and do not guarantee or warrant that information or files downloaded from the internet will be free of viruses or other destructive code since the traffic flows through multiple nodes beyond the control of the Company and may have possibility of attaching infected or malicious content. The user is responsible for implementing sufficient procedures and checkpoints to satisfy the user's particular requirements for anti-virus protection and accuracy of data input and output. The Company is not liable for any costs associated with the contraction of viruses, damage to equipment (either hardware or software), or loss of data arising from the utilization of the Anagram Web Application. The Company is not liable for any costs for the replacement of damaged equipment (either hardware or software) or for any loss of data as the result of a virus or other destructive entity contracted through the use of the Anagram Web Application. You use our Anagram Web Application at your own risk and agree to hold us harmless from any and all liability arising from such use.

The user expressly agree that the use of, or inability to use, the Anagram Web Application is at the user's sole risk. We are not liable for any consequences of the Anagram Web Application not being fully operational or available and shall be held harmless from any claims or disputes arising from such



inoperability or unavailability. You acknowledge that any damages resulting from lack of operability or availability are born solely by you.

### **External Database Disclaimer**

We use external databases for specific functionalities related to the Anagram Web Application we provide. We do not control the content or security of these external databases. Errors and/or omissions may periodically occur and are foreseeable when relying upon external databases and we are unable to assume responsibility for oversight of these errors and/or omissions. We make commercially reasonable efforts to ensure that information gleaned from external databases are accurate but assume no responsibility for the accuracy of such information. Although we make commercially reasonable efforts to ensure the information received from an external database is free from viruses, malware, or any destructive instrumentality, we assume no responsibility for the presence of any viruses, malware, or any other destructive instrumentality transmitted to us from an external database.

### **Links to Third Party Websites**

The Anagram Web Application may contain links and pointers to websites operated by third parties. These links are provided solely as a convenience to you and not as an endorsement by us of the contents of such third-party websites. We are not responsible for the content of linked third-party websites and do not make any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk.

### **Indemnification**

To the extent allowed by applicable law, user agrees to defend, indemnify and hold harmless Company and any of its directors, officers, members, shareholders, and employees and their heirs from and against any and all third party claims and all liabilities, assessments, losses, costs or damages resulting from or arising out of or related to user's use of the Anagram Web Application, or any breach by user of any term or condition of this Agreement. If any such action shall be brought against any indemnified party, they shall notify user in writing and user shall assume and control the defense and settlement of each such action, including the employment of counsel and payment of all expenses

associated with such action. Any indemnified party shall have the right to employ separate counsel in any such action and participate in the defense, at their own cost unless otherwise agreed to by user.

### **Changes to Terms and Conditions of Use**

The Company reserves the right to modify the terms, conditions, and notices under which the Anagram Web Application is offered. Your continued use of the Anagram Web Application after the postings of any amended terms and conditions shall constitute your agreement to be bound by any such changes.

### **Entire Agreement**

This Agreement is the entire Agreement between the Company and you regarding the use of the Anagram Web Application and all changes must be in writing as an amendment to this document. Verbal or other communications are not valid until written in this document. This Agreement does not modify any existing or future engagement letter for services provided to you by the Company and is not intended to be an engagement letter.

### **Term**

The term of this Agreement extends past the life of the Anagram Web Application and remains in full force and effect even if access is terminated to you or to the Anagram Web Application or if you cease to be a user.

### **Termination**

Your rights under these Terms will automatically terminate without notice if you fail to comply with any provision of these Terms. Further, the Company may terminate for any action taken by you that the Company believes in its sole discretion is an inappropriate use of the Anagram Web Application even if not specifically detailed by these Terms, including, any use of the Anagram Web Application that is prohibited by the law. Any warranty will automatically terminate without notice if you fail to comply with any provision of these Terms. The parties expressly acknowledge and agree that all provisions of these Terms that concern Copyright or other protectable interests of the Company shall

remain in full force and effect notwithstanding termination of the use of the Anagram Web Application.

Upon any termination of this Agreement, the Company shall have the right to maintain a copy of all user content in accordance with, and for the period of time it determines is required or permitted by, Applicable Law. Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief.

### **Assignment**

We may transfer, assign, sub-contract or otherwise deal with our rights and/or obligations under this Agreement. You may not transfer or assign this Agreement or your obligations thereunder.

### **Severability**

If a provision of the Terms of Services is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provisions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **Confidential Information**

All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (i) to the extent necessary to comply with any applicable law, (ii) as appropriate, to respond to any summons or subpoena or in connection with any litigation.

You acknowledge that the Company may use Confidential Information as permitted by applicable law to evaluate possible commercial arrangements between the Company, its affiliates or its recommended

vendors and user, and to communicate with user from time to time regarding the Company's products and services (including, without limitation, third party services) that may improve the efficiency of user's operations or otherwise benefit user.

The Company may use internet/website analytics software tools and programs that collect, transmit, store, disclose and analyze certain information about the actual use of the Anagram Web Application by users, permitted entities and/or providers (such as, but not limited to, pages viewed, links clicked, help functions used and other workflow information); such information shall not be considered Confidential Information hereunder and may be used by the Company for the purpose of license administration, error resolution and product analysis and improvement.

### **Enforceability**

Should any portion of this Agreement be deemed unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of all remaining provisions which will remain in full force and effect. The failure of the Company to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against the Company unless made in writing and signed by the Managing Member of the Company, and no such waiver shall be construed as a waiver in any other or subsequent instance.

### **Governing Law**

This Agreement shall be governed by and construed in strict compliance with the relevant laws and regulations established by the government of Singapore.

### **Arbitration**

Any dispute, controversy or claims arising out of this Agreement or breach, termination or invalidity thereto between the parties shall first be resolved amicably via negotiations.

Any dispute that cannot be resolved via negotiations, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC

Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The language shall be English, and the Arbitral seat shall be Singapore.

### **Force Majeure**

The Company is not liable under this Agreement for the non-performance caused by acts of war, terrorism, pandemic, epidemic, natural disasters (e.g., hurricanes, earthquakes), human-made disasters, other acts of God or nature, public health emergencies (including pandemics), public safety incidents, telecommunication or internet service interruption, strikes or other labor disputes or unrest, civil insurrections, riots, or other acts of civil disorder, acts of military, civil, or regulatory authority or any other events, conditions or causes beyond the Company’s reasonable control.