

## **Terms of Use (WafCharm)**

### **1. INTRODUCTION**

Welcome to the Internet website <https://www.wafcharm.com/> and <https://dashboard.wafcharm.com> (this “Site”), which has been developed and is controlled and maintained by Cyber Security Cloud, Inc., a Japanese corporation (hereinafter referred to as “CSC”). Please note that while this Site is owned and operated by CSC, the services provided on this Site may be performed by entities affiliated with or under contract to CSC.

CSC and any and all such affiliated or contracted entities are collectively referred to herein as “we,” “us” or “our”. The WafCharm service provided by CSC is referred to herein as the “Service”. Any user of the Service and any party that applies to use the Service is referred to herein as a “User”; there are no plans for the Service to be used by individual consumers.

**PLEASE READ THESE TERMS OF USE (“Terms of Use”) CAREFULLY BEFORE USING THIS SITE AND/OR THE SERVICE.**

**By using this Site and/or Service, or by clicking a box that states that you accept or agree to these terms, you signify your agreement to these Terms of Use.**

**If you do not agree to these Terms of Use, please exit the Site immediately, as you are not authorized to use the Site and/or Service.**

You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged.

From time to time, these Terms of Use may be changed, expanded or amended, and may include the introduction of additional Terms of Use for certain Site features and/or Service features.

Any changes to these Terms of Use may be made without notice and will be effective immediately upon posting on the Site, so please be sure to review them on a regular basis.

If there is any difference between these Terms of Use and the content of any other document, these Terms of Use shall prevail unless modification or exclusion of these Terms of Use is expressly agreed in writing.

The effective date appearing at the top of this page indicates when the latest changes were made to these Terms of Use.

### **2. MATERIALS ON THE SITE OR AVAILABLE THROUGH THE SERVICE AND RELATED RIGHTS AND RESTRICTIONS**

All information, materials, functions and other content contained on the Site and our online stores on third-party e-commerce platforms duly authorized by CSC (the “Online Store”, unless otherwise provided, Online Store is included in the Site under these Terms of Use) or available through the Service, including any data, text, photographs, graphics, images, music, audio and video clips, logos,

icons, software and links (collectively, “Content”), are and will remain the property of CSC and its licensors and suppliers.

The Content and the selection, compilation, collection, arrangement and assembly thereof are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable.

The Content may be used solely to the extent necessary for your authorized use of the Site and/or Service, as provided in these Terms of Use or as expressly authorized in writing by CSC or, if so indicated in writing by CSC, its licensors or suppliers. Modification of the Content or use of the Content for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited.

We may change the Site or delete Content or features at any time, in any way, for any or no reason. You acknowledge that you do not acquire any ownership rights by using the Site or the Content. You further acknowledge that, irrespective of the reason, a User may not engage in any act (including without limitation disassembly, decompilation, and reverse engineering) that infringes upon, or may infringe upon, the intellectual property rights of CSC or CSC’s licensors.

Although CSC strives to provide Content that is both useful and accurate, laws, regulations, data and other information change frequently and are subject to varying interpretations. In addition, the facts and circumstances of every situation differ. Accordingly, although CSC endeavors to use reasonable care in assembling the Content, the Content may not be up-to-date, accurate or complete. Further, the Content should not be construed as professional advice on any subject matter, and availability or use of the Content is not intended to create, and does not create, any professional services relationship.

The trademarks, logos and service marks displayed on the Site (collectively the “Trademarks”) are the registered and unregistered trademarks of CSC, CSC’s licensors and suppliers, and others. The Trademarks owned by CSC, whether registered or unregistered, may not be used in connection with any product or service that is not CSC’s, in any manner that is likely to cause confusion with customers or in any manner that disparages CSC. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of CSC, CSC’s licensors or suppliers, or the third party owner of any such Trademark. Misuse of any Trademarks is prohibited, and CSC will aggressively enforce its intellectual property rights in such Trademarks, including via civil and criminal proceedings.

### **3. CONTENT ACCESSIBLE THROUGH LINKS FROM THE SITE AND SEARCH RESULTS**

You should be aware that when you are on the Site, there may be links to other sites that take you outside of our service to sites that are beyond our control.

You acknowledge that when you click on any such link, the sites you are taken to are not controlled by us; different terms of use and a different privacy policy may apply, and we are not responsible for such sites.

We do not endorse and cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from the Site or third-party Content contained on

our Site. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third parties.

We are not responsible for the accuracy, relevance, legality or decency of material contained on sites retrieved in searches and/or listed in search results or identified on search results pages.

#### **4. COMPLIANCE: WAFCHARM**

The compliance requirements and rights and obligations for any User of the Service and any party that applies to use the Service are as follows:

##### **A. Use**

A User may use the Service solely for the purposes of internal use within the User's operation and administration of its own business under these Terms of Use (the "Purpose"). Without obtaining the prior written approval of CSC, User is strictly prohibited from using the Service to provide services to third parties, and from permitting or offering any third party to access the Service, use the Service or access or use any of the Content of the Service.

A User applying for a Service plan shall follow the application procedures separately specified by CSC.

For the avoidance of doubt, User may not use the Service unless the foregoing procedures are followed and CSC accepts the User's application for use of the Service.

##### **B. Service Specifications and Other Details.**

- i. Users with a trial plan for the Service will not receive, and CSC does not maintain or warrant, the Service with specifications and functions equivalent to those of a paid plan for the Service. Further, when a User starts using a paid plan for the Service after using a trial plan, CSC does not warrant that the registration and other data of the User will be completely transferred from the environment of the trial plan, or that CSC will offer advice or support regarding the transfer of any such data.
- ii. CSC does not warrant that it will offer advice or support in response to User inquiries related to the functions, bugs or other matters related to the Service during the User's use of the Service.
- iii. Similarly, unless the parties otherwise agree in writing, CSC does not make any warranty, whether express or implied, that the Service is compliant with laws and/or regulations regarding personal information that may be applied to the User. Each User shall be solely responsible for reviewing and/or complying with applicable laws and/or regulations regarding personal information that may be applied to the User.
- iv. CSC may decide in its discretion, for any reason or no reason, not to accept an applicant's application to use of the Service.
- v. Signatures provided from CSC to a User based on the Service constitute Confidential Information (as defined below) of CSC. The User may not use such Signatures in any circumstance or for any purpose other than the Purpose, and may not disclose or reveal any such Signature to any third party. After the Service plan contract is terminated or cancelled, the User may not thereafter use the Signatures provided by CSC, irrespective

- of the method. For clarity, "Signature" means the patterns to identify web attacks. It's used to inspect the payload or header in web requests.
- vi. A User's confidentiality obligation related to Signatures and all other information provided through the Service shall continue to remain in force irrespective of any potentially applicable exceptions to such confidentiality obligations, and the confidentiality obligation shall also continue to remain in force even after the termination or cancellation of the Service plan contract.
  - vii. After the Service plan contract is terminated or cancelled, the User shall promptly delete any information created by using the Service (including any information derived therefrom) as well as any other information related thereto. If a User causes or permits any of the foregoing information to be retained, the User shall be deemed to be using the Service without authorization, and the User shall immediately pay to CSC an amount equal to triple the then-applicable amount of the paid plan Service fee for the period of such unauthorized use. If the amount of damage suffered due to such unauthorized use exceeds an amount equal to triple the then-applicable amount of the paid plan Service fee for the period of such unauthorized use, the User shall upon demand immediately compensate CSC for such excess amount.
  - viii. The Service plan contract, period of the Service plan contract, payment, due date and price terms for any Service plan are subject to the Plan Explanation, contract terms of Online Stores or the written agreement between or among parties separately. These documents may constitute the these Terms of Use.
  - ix. The upgrade, downgrade and/or change of Service plan contracts are subject to the Plan Explanation, contract terms of Online Stores or the written agreement between or among parties separately.
  - x. All payments under any Service plan shall be net payments without deduction for or on account of any taxes under applicable law unless the parties otherwise agree in writing. All taxes and any other charges under any Service plan shall be borne by the User.
  - xi. The price terms of the Service may be changed by CSC in its sole discretion at any time provided that CSC gives User the prior notice with a reasonable period for the User to reconsider continuing the Service plan contract.

## **5. UNAVAILABILITY, SUSPENSION OR CANCELLATION**

- A. Unavailability.** The Service may be unavailable to a User for any of the following reasons:
- i. Physical, technical or other reasons make it difficult or impossible to provide the Service;
  - ii. The Service application information or registration information of the User contained false or inaccurate information;
  - iii. The User is or may be providing products or services which are the same as or similar to the products or services being provided by CSC; or
  - iv. CSC determines in its sole judgment that the use of the Service by the User is inappropriate or potentially damaging to the Service or other users.

## **B. Termination, Suspension or Cancellation.**

- i. If a User wishes to terminate the Service plan contract, the User shall contact CSC's support desk. CSC will accept the User's termination notice unless there is a reasonable basis for refusing such termination, and if such termination notice is accepted, the effective date of termination shall be the termination date set forth in User's notice of termination. The termination date described by the termination notice shall be no earlier than the date of CSC's receipt of the User's termination notice. Notwithstanding any of the provisions of this Paragraph 5.B(i), the termination, suspension or cancellation of the Service plan contract are subject to the Plan Explanation, contract terms of Online Stores or the written agreement between or among parties separately (if any).
- ii. Each User acknowledges that, irrespective of the reason, CSC will not refund any fee received from User and User will not be exempted the obligations of payment in the period of the Service plan contract unless otherwise provided in these Terms of Use.
- iii. Regardless of the reason, CSC may in its discretion at any time, without compensating the User in any way, suspend a User's right to use the Service or cancel the Service plan contract in effect with the User.

## **6. USE OF DATA**

### **A. Restriction on Use.**

CSC and each User shall use the information disclosed in connection with the Service, and all other information related to the other party's technology, sales, business, finance, organization or other matters which became known in connection with the Purpose (collectively, "Confidential Information"), only for the Purpose, and shall not provide, disclose or divulge the other party's Confidential Information to any third party (except our affiliates) without obtaining the approval of the other party; provided, however, that the following information shall not be considered Confidential Information: (i) information which had been publicly known to the general public or information which had been in the receiving party's possession at the time such information was provided or disclosed from the other party, (ii) information which became public knowledge based on publication or otherwise after such information was provided or disclosed from the other party due to reasons not attributable to the receiving party, (iii) information which was lawfully acquired from a third party duly authorized to provide or disclose such information without being subject to any confidentiality obligation, (iv) information which was independently developed without depending on the Confidential Information, and (v) information which was confirmed in writing by the other party to the effect of being excluded from the Confidential Information.

### **B. Log and Other Service-Related Data.**

CSC may use log data and information from a User for providing the Service in accordance with the provisions of Appendix 1. CSC may also engage in the secondary use of log data acquired from a User for the following uses after deleting information capable of identifying

the User and anonymizing such information so that CSC or any other person cannot directly or indirectly identify the User taking account all the means reasonably likely to be used:

- i. statistical analysis related to security incidents, creation of materials related to the results thereof, and provision and distribution of such materials to third parties;
- ii. use of the foregoing statistical information in CSC's sales promotion materials; and
- iii. analysis and/or development of new technology and/or services.

## **7. DISCLAIMERS.**

### **A. Specific Acknowledgments.**

- i. CSC does not in any way warrant, whether express or implied, the provision of the Service or the consequences arising from provision of the Service, and shall not be liable in any way for any damage that is suffered from such consequences.
- ii. In using the Service, each User acknowledges that, irrespective of whether the service is provided under a trial or paid plan, the Service may not be able to completely accomplish its purpose due to technical improvements in cyberattacks or other reasons in light of the nature of cyber security against cyberattacks, and the Service may not be able to completely block any and all unauthorized access from a third party. Without limitation to the foregoing, CSC does not warrant that the purpose of such cyber security can be fully realized through use of the Service.
- iii. In using the Service, User acknowledges that, irrespective of whether the Service is provided under a trial or paid plan, there may be cases where access from a third party which should be determined to be a proper access is blocked by the Service and, due to the specification of the Service, any attack outside the scope of specification of an external WAF service being used in the Service may be excluded from the target of detection and protection.
- iv. Even if information related to a User is disclosed or divulged from a server or other asset managed by CSC, CSC shall not bear any legal liability against the User that suffered damage as a result thereof.

**B. General Disclaimer.** THE SITE, THE SERVICE AND THE CONTENT ON OR OTHERWISE RELATED IN ANY WAY TO THE SITE OR THE SERVICE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE OR ANY CONTENT WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THE SITE, THE SERVICE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR

CORRECTION. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICE OR ANY CONTENT. YOUR USE OF THE SITE, THE SERVICE AND ANY CONTENT PROVIDED THROUGH THE SITE OR THE SERVICE IS ENTIRELY AT YOUR OWN RISK.

C. **Limitation Of Liability.** NEITHER CSC NOR ANY OF OUR AFFILIATES, LICENSORS OR SUPPLIERS, NOR ANY OF OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, THE SERVICE AND/OR CONTENT CONTAINED ON THE SITE OR ANY LINKED SITE, EVEN IF CSC HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, THE SERVICE, CONTENT OR ANY LINKED SITE IS TO STOP USING THE SITE, SERVICE, CONTENT OR LINKED SITE, AS APPLICABLE.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE EXCEED THE TOTAL AMOUNT PAID BY YOU TO CSC TO ACCESS THE SITE OR USE THE SERVICE DURING THE CALENDAR YEAR PRECEDING THE DATE ON WHICH YOUR CLAIM FOR DAMAGES OR LOSSES, IF ANY, AROSE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR AFFILIATES, LICENSORS OR SUPPLIERS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.

8. **TERMINATION.** We reserve the right to terminate your access to and use of the Service, the Site or any portion thereof, at any time and for any reason, with or without cause. CSC shall have no liability for any such termination, following which your right to use the Service or the Site shall immediately cease, and you shall destroy all Content obtained from the Site or through the Service and all copies thereof, whether made under these Terms of Use or otherwise.

9. **INDEMNIFICATION.** You agree to indemnify, defend and hold CSC, our affiliates and licensors, and our and their respective directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including without limitation attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Use and (b) your use of and activities in connection with the Site and/or the Service. You shall cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

## **10. APPLICABLE LAW AND JURISDICTIONAL ISSUES.**

- A. **Applicable Law.** The Site and the Service are controlled and operated by CSC from its office in Tokyo, Japan, and is not intended to subject CSC to the laws or jurisdiction of any state, country or territory other than Japan and the United States of America. Those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable. These Terms of Use are governed by and construed in accordance with the laws of the nation of Japan, without regard to such laws' respective principles of conflicts of law, and the parties hereby expressly exclude application of the United Nations Convention on the International Sale of Goods. Subject to the provisions of Paragraph 10.B below, you agree to submit to the exclusive jurisdiction of any court located in the Tokyo District of Japan, and waive any jurisdictional, venue or inconvenient forum objections to such court.
- B. **Dispute Resolution.** Any dispute or claim arising out of or relating to these Terms of Use shall be settled by arbitration in accordance with the then-prevailing Arbitration Rules of the International Chamber of Commerce, and applying the laws of Japan to such dispute. Such arbitration will take place in Tokyo, Japan, before one (1) arbitrator selected in accordance with such arbitration rules, who shall be an attorney with reasonable knowledge and experience in the subject matter of the dispute. The arbitration shall be conducted in Japanese or English, as the parties may agree, and all documents submitted by the parties must be in the agreed-upon language. The arbitrator shall have no power to award consequential, incidental, indirect or punitive damages, or any damages in excess of compensatory damages, if any, subject to the limitations set forth in these Terms of Use. Notwithstanding the foregoing, (i) either party may seek injunctive or other equitable relief in a court of competent jurisdiction pending the outcome of such arbitration and (ii) any judgment upon the decision rendered by such arbitration against a party, and/or any injunctive or other equitable relief granted by such arbitration, may be entered in any court having competent jurisdiction over the party or its assets pursuant to Paragraph 10.A above. YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE, THE SITE OR THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.
- C. **Export Concerns.** The supply of good and services through the Site and the Service is subject to the export control and economic sanctions requirements of Japan and the United States. By acquiring any such items through the Site, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services or software through the Site if: (1) you are in, under the control of, or a national or resident of Afghanistan, Belarus, the Central African Republic, Cuba, the Democratic Republic of the Congo, Iran, Iraq, Lebanon, Libya, Myanmar, North Korea, Russia, Somalia, South Sudan, Sudan, Syria or the Crimea region ("Crimea"), the Donetsk People's Republic ("DNR") or the Luhansk People's Republic ("LNR") of Ukraine or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List,



Unverified List or Entity List or (2) you intend to supply the acquired goods, services or software to Afghanistan, Belarus, the Central African Republic, Cuba, the Democratic Republic of the Congo, Iran, Iraq, Lebanon, Libya, Myanmar, North Korea, Russia, Somalia, South Sudan, Sudan, Syria, or Crimea, DNR or LNR of Ukraine (or a national or resident of one of these countries or regions) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

11. **Miscellaneous.** If any provision of these Terms of Use is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement between us relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements between us with respect to such subject matter. These Terms of Use are not assignable, transferable or sublicensable by you except with CSC's prior written consent, which may be withheld in CSC's sole discretion. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in these Terms of Use is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

effective date

2021/11/04

2022/11/28 (WafCharm for AWS Marketplace)

revision date

2023/5/10

date of most recent revision

2023/5/10

## **APPENDIX 1**

### **Log data and information**

- Log data
  - The IP address about the accessor of the Customer's website and application used by the Service.
  - The contents of a web request about the accessor of the Customer's website and application used by the Service.
- The contents of contacts by Customer when CSC provides technical support.
- Customer's account information as registered by Customer for using the Service.

If Customer decides to include personal information about the accessor of the Customer's website and application used by the Service in the above described log data and/or the contents of contacts by Customer when CSC provides technical support in its sole discretion and responsibility, and appoints CSC as a service provider to process the personal information on behalf of Customer, then CSC shall not further collect, sell or use such personal information except as necessary to provide the Service.

For the avoidance of doubt, in its provision of the Service, CSC may combine personal information received from one or more entities to which it provides similar services to the extent necessary to detect data security incidents, or protect against fraudulent or illegal activity, but shall not otherwise use or disclose such information.

For clarity, if CSC decides to use personal information regarding Customer's employee's information (Name and E-mail) in its sole discretion and responsibility, then CSC shall collect and use such personal information in accordance with its privacy policy (<https://www.cscloud.co.jp/en/privacy/>). If Customer determines that Customer's website and/or the application used by the Service are subject to the General Data Protection Regulation (EU) 2016/679 ( "GDPR" ), Data Protection Act 2018 of United Kingdom ( "UK GDPR" ), California Consumer Privacy Act of 2018 (California Civil Code § § 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time (collectively, the "CCPA" ), or similar legislation, Customer may elect the application of CSC's (i) Data Processing Addendum, (ii) the Standard Contractual Clauses of the GDPR ( "GDPR SCC" ), and/or (iii) the International Data Transfer Addendum to the Standard Contractual Clauses of the UK GDPR ( "UK Addendum" ) as Appendix 2 ([https://www.wafcharm.com/en/legal/us\\_dpa/](https://www.wafcharm.com/en/legal/us_dpa/)), which is attached to these Terms of Use, by executing with CSC by email.