# TERMS AND CONDITIONS OF USE

## 1. Preliminary Statement

1.1. The present Terms and Conditions of Use (hereinafter - "the Terms") maintain essential elements of using the website https://any.run, as well as all its subdomains (hereinafter - "the Website") and the ANYRUN FZCO (hereinafter "ANY.RUN") software as a service (hereinafter - "the SaaS").

1.2. By visiting the Website and/or using any SaaS through the Website you confirm your familiarization with the present Terms and your agreement to be bound by these Terms.
If you do not agree with any provision of the Terms, please do not use any services including software offered through the Website. By visiting the Website and/or using any SaaS through the Website without familiarization and understanding of these Terms in full, you are solely responsible for all negative effects of such usage.

1.3. The present Terms are an official proposal to settle the agreement (public offer deemed to be concluded upon acceptance) on using SaaS offered through the Website.

1.4. The Terms are effective from July 22, 2025.

## 2. Definitions

2.1. **"ANY.RUN"** shall mean ANYRUN FZCO the exclusive intellectual property rights owner on the SaaS offered through the Website. Legal address of the ANYRUN FZCO is Dubai Silicon Oasis, Techno Hub 1, Unit 21, 60th Street, Dubai, United Arab Emirates. Detailed information is available upon request: support@any.run.

2.2. **"Services"** shall mean the SaaS and API offered through the Website by ANY.RUN. Under the Terms ANY.RUN provides a limited, non-exclusive, non-sublicensable and non-transferable access to the Services.

2.3. **"Interactive"** shall mean a real-time ability to use the Services offered to a non-limited number of Users for a fixed period of time. After the expiry of the previous fixed period of time, User may extend the time of using Services or stop using the Services.

2.4. **"Content"** shall mean files of any format, or links opened through the browser on virtual systems and/or provided through the clipboard during checking process, or files to be downloaded through the provided links.

2.5. **"Analyze"** shall mean an analysis of general status (CPU load, RAM, disk loading), processes, file system and registry, network activity, video streaming etc.

2.6. **"Results of Analyze" ("Results")** shall mean the following:

- video of how the system works and/or instant screenshots;
- process tree with details of each process, behavior process graph;

- details of file system changing (newly created, deleted and modified files);

- network activity (http(s) requests or replies, all network connections, content record of all connections);

- indicators meaning the conclusions on each item (behavior analyze on a particular factor);

- static analysis meaning the processing result of all newly created, modified files as well as content downloaded from the network, preview in the form of text, pictures, viewing all data in hexadecimal form;

- text reports;

- any types of API responses;

- any other content created during the analysis.

2.7. **"Reception of Results"** shall mean the provision of a link to Results of Analyze. Results available for downloading include PCAP dump network activity, all uploaded files, all created and modified files, as well as any information obtained through the API.

2.8. **"Anonymous User"** shall mean any unregistered User who has started to use any Services available through the Website and is deemed to fully agree to be bound by these Terms from the moment they start using available Services.

2.9. **"Registered User"** shall mean any registered User who has started to use any Services available through the Website and is deemed to fully agree to be bound by these Terms from the moment they start using available Services.

2.10. **"Permanent paid User"** shall mean a registered User who made the payment for the Services and uses them during the paid period. Each Permanent paid User is deemed to fully agree to be bound by these Terms from the moment of their registration on the Website. The paid service agreement referred to in clause 1.3. of these Terms ("Accepted offer") is deemed to be concluded from the moment of receiving the payment for the Services by ANY.RUN. The Permanent paid User is deemed to fully agree to be bound by this paid service agreement.

2.11. **"User"** shall mean any type of User (Anonymous, Registered or Permanent paid User).

2.12. **"Public submissions" ("Public mode")** shall mean the act of releasing, sharing, or making available reports based on analysis of the User information provided to Software to the general public or a broader audience within ANY.RUN Community. It is the right of the User to make Public submissions via Software or refuse to use them. The User agrees that after uploading information to Public submissions such information becomes available for all Users and third-party Services via this URL: https://app.any.run/submissions/.

2.13. **"Private submissions" ("Private mode")** shall mean the act of uploading Content to Services without making it available to all Users of the platform. In this mode, User may select other Users or groups of Users, to whom Content uploaded to Services will be available. Users make their submissions Private by selecting either of these three privacy modes: "Only me", "Team", and "Who has a link".

2.14. **"Software"** means ANY.RUN's online internet-based software including any Improvements and/or Upgrades.

2.15. **"Subscription Fees"** or **"fees"** means the fees for the Services stated in clause 4.4.

## 3. General terms and conditions

3.1. General User's Requirements. In order to accept these Terms, or to visit the Website, and/or to use the Service, and/or to settle a paid service agreement any visitor and/or User shall be of a legal capability and capacity to enter into such legal relationships under their applicable law.

3.2. General User's Responsibilities. Users are responsible for their compliance with these Terms. Users are responsible for the accuracy, quality, and legality of User's data and the means by which Users provide their data. Users are responsible for maintaining the confidentiality of Username and password, and that the access to and the use of User's account, including credentials provided by Users through third party platforms, including any activities that are conducted through the use of Username and password are authorized by Users. Users are obliged to apply reasonable efforts to prevent unauthorized access to Services and Content. Users shall promptly notify ANY.RUN upon any unauthorized access or use of the Services. Users also shall use the Services only in accordance with these Terms, applicable laws and government regulations. Users shall not make any Services available or use any Services for the benefit of anyone other than a current User. Users shall not use the Services to interfere with, or disrupt the integrity, or performance of any Services or third-party data, to copy Services or any part, function or User interface, frame or mirror any part of any Services, to access any Services in order to build a competitive product or service, or to reverse engineer of any Services.

3.3. While using the Website and the Services each User agrees not to:

- create a false identity or impersonate any person;

- send, post, transmit or make available any advertisements, solicitations, chain letters, pyramid schemes, junk mail, SPAM or other commercial or promotional materials (except as otherwise expressly permitted by ANY.RUN);

- institute an attack upon any server used in connection with the Services or any portion thereof or otherwise attempt to disrupt such servers, including any Services available through the Websites;

- store or transmit infringing, libelous or other unlawful and/or tortious material, or store or transmit material in violation of third-party privacy rights or Malicious Code;

- attempt to obtain passwords, other account information, or any other private information from any other User of the Services and collect personal information about Users;

- analyze samples related to pornographic, obscene, nude, graphically violent, and other inappropriate content;

- 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 User is permitted by applicable law to reverse engineer the Services despite the foregoing restriction;

- develop and test offensive malware or evasive technologies to bypass malware detection included in the Services or reverse engineer, decompile, disassemble or otherwise attempt to determine the source code, ideas, algorithms or structure of copyrighted or protected software of ANY.RUN;

- automatically collect information from the Website through crawler bots or similar software (except for using the API);

- make the Services available to any person other than Users;

- use or access the Services to provide services to third parties;

- modify or create derivative works based upon the Services;

- access the Services in order to build a similar product or competitive product.

3.4. All Results (or any their part) generated with the Services, specifically excluding Content uploaded in the Private mode by User included in such Results, are the copyrighted work of ANY.RUN.

3.5. Users (except Permanent paid Users) shall use any Results generated with the Services for its personal purposes only, and shall not be entitled to use and commercialize the Results for purposes intended for third parties, in particular, to sell, rent or otherwise commercially make the results as part of a security advisory available.

3.6. Users (except Permanent paid Users) are permitted to publish the Results (or any its part) only with the link to the Website.

3.7. ANY.RUN has a right to disallow access to the Website for Users who have broken these Terms. ANY.RUN reserves the right to refuse or suspend the Services immediately in case of: a) ANY.RUN believes there is a threat to functionality, security, integrity or availability of the Services to any User; b) User breaches any of the clauses of the present Terms of Use (including but not limited to Usage of one User account by different Users).

3.8. Apart from granting the right to use Results, in accordance with Section 3.5., nothing contained in the Services, or on the Website, or available on any provided by ANY.RUN platform or software should be construed as granting, by implication, estoppel or otherwise, any license or right to use any intellectual property.

3.9. ANY.RUN may utilize artificial intelligence (AI) systems as a part of its Services, including but not limited to chatbots, natural language processing programs, and generative AI models, solely to make comments to the report that will be compiled as the outcome of the usage of the Software. ANY.RUN shall own all rights, title and interest in any portion of the Software

that is produced by an artificial intelligence system at the direction of ANY.RUN. ANY.RUN shall be solely responsible for monitoring the output of any artificial intelligence system for quality assurance.

## 4. Specifications of the Services

4.1.  The Services shall mean the scope of services related to interactive analyzing of content for suspicious activity which includes (but not limited to):

a.  Interactive analyzing of Content for suspicious activity,

b.  Analyze,

c.  Reception of Results

4.2.  Each User is fully responsible for the legality of uploaded Content. Using the Content through the Services shall not infringe copyrights or any other personal and/or commercial rights of any third parties. User shall not input, upload, or otherwise provide any information to Public submissions that violates or infringes any third party rights, including but not limited to confidential information, trade secrets, or personal data that would violate the rights of any data subject under the EU General Data Protection Regulation (GDPR), or the applicable data protection laws of any other relevant jurisdiction. User shall be solely responsible for ensuring that all information inputted into the Software is properly authorized for use as contemplated herein and does not violate any laws or rights of any third party. ANY.RUN assumes no responsibility for any infringing information supplied by User. If any third party alleges that information provided by User violates their rights, User shall fully cooperate with ANY.RUN in investigating and defending such claim. In the event any information supplied by User results in an infringement claim, User shall indemnify and hold harmless ANY.RUN pursuant to the indemnification provision of this clause.

4.3.  Under conditions of these Terms, ANY.RUN provides access to the SaaS indicated as follows:

a.  Interactive analyzing of Content by using the Website,

b.  Analysis and Reception of Results,

c.  Confidential guarantees (limitation of demonstration to other Users or prohibition of demonstration to other Users),

d.  Threat intelligence (The threat intelligence services provide threat intelligence data based on analysis that is available to share).

4.4.  Each visitor and/or a User may become familiarized with tariffs and fees for paid Services via the link: https://app.any.run/plans (for individuals from all over the world) or request them from responsible persons by sending an email to support@any.run.

4.5.  ANY.RUN has a right to change tariffs and fees for the User's chosen Services with prior notification of the User. ANY.RUN will publish information on the changes in respect of tariffs and fees for the other Services on its official webpage.

## 5. Service usage by the Anonymous Users

5.1. Anonymous Users are allowed to use the Services (or their separate functions) without registration and for informational purposes only.

5.2. Anonymous Users are allowed to use the Services in read-only mode.

5.3. In any moment ANY.RUN has a right to disallow the access to the Website including but not limited to block the IP of the anonymous User without any explanation of such action.

5.4. Anonymous Users are fully bound by these Terms from the moment they start using the Services.

## 6. Service usage by the Registered Users

6.1. To become a Registered User, one shall:

- conclude the registration on the Website;
- activate the account by verifying email address.

6.2. Registered Users are allowed to use the Services (or their separate functions) free of charge and for informational purposes only.

6.3. Any rights to works derived from the Content during the use of the Services in Public mode are assigned to ANY.RUN from. In case of using the Private mode, the User permits ANY.RUN to process the Content to the extent necessary to provide the Services.

6.4. In any moment ANY.RUN has a right to disallow the access to the Website including but not limited to block the IP of the User without any explanation of such action.

6.5. Registered Users are fully bound by these Terms from the moment they start using the Services.

## 7. Paid usage of the Services

7.1. To become a Permanent paid User, one shall:

- conclude the registration on the Website;
- activate the account by confirming email address;
- pay for the Services in the way and under conditions set out in these Terms and stated on the Website.

7.2. A Permanent paid User has a right to send any claims concerning the provision of Services to ANY.RUN email support@any.run. ANY.RUN guarantees to respond within 3 business days upon receiving a claim.

7.3. The paid service agreement between a Permanent paid User and ANY.RUN is deemed to be concluded from the moment of receiving the payment for the Services by ANY.RUN according

to fees and tariffs mentioned in clause 4.4. (or other prices received from responsible persons) of present Terms and is effective during the paid period.

7.4.  If there were no claims provided to ANY.RUN during 3 business days from the end of every 30 calendar days of paid period, services for the previous 30 calendar days are deemed to be fully accepted by the Permanent paid User.

## 8.  Payment terms

8.1.  Payments for the Services can be made through the Payment Provider 'PADDLE' or under the ANY.RUN invoice by wire transfer.

8.2.  A User can subscribe for another paid period by debiting the required amounts and pointing certain checkbox in the payment form on Website. From this moment, the agreement between ANY.RUN and the Permanent paid User is deemed to be concluded on updated terms as per requested scope of services.

8.3.  Payment obligations are non-cancelable, and paid funds are non-refundable. The scope of Services cannot be downgraded during a paid period.

8.4.  Any Services may not include any future functionality, improvements or updated version of Services made by ANY.RUN. The User can request an updated version and/or new scope of services by requesting a new paid period.

8.5.  Any fees and/or tariffs for the Services do not include any taxes, levies, duties or similar governmental assessments, including but not limited to value-added, sales, use or withholding taxes, accessible by any jurisdiction. Users are responsible for paying all taxes associated with their purchases. If ANY.RUN is obligated by a legislation to pay or collect any taxes for which Users are responsible, Users are obligated to pay that amount under the invoice of ANY.RUN unless a valid tax exemption certificate authorized by the appropriate tax authority will be provided to ANY.RUN. Herewith ANY.RUN is solely responsible for taxes based on its income, property, or employees.

## 9.  Warranties and representations of ANY.RUN

9.1.  ANY.RUN makes no warranties or representations that Services are free of errors or defects, or that it adequately performs the functions it is intended to perform.

9.2.  ANY.RUN processes User's personal data in accordance with Privacy Policy, which is incorporated into these Terms by reference and published on the Website.

9.3.  ANY.RUN also provides Services support to Users. ANY.RUN uses commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except planned downtime, any unavailability caused by circumstances beyond ANY.RUN reasonable control, including but not limited to acts of government, flood, fire, earthquake, civil unrest, an act of terror, strike or other labor problem, Internet service provider failure or delay, or denial

of service attack. However, ANY.RUN does not warrant that it will commence or complete the Services within any particular timeframe.

9.4.  ANY.RUN represents that use of artificial intelligence systems will not knowingly infringe any third-party intellectual property rights.

## 10. Limitation of liability

10.1.  ANY.RUN shall not be liable for any loss and/or damage related to the unlawful use and/or improper use or inability to use the Services. In such a case, ANY.RUN shall not be liable for any incidental or consequential damage.

10.2.  ANY.RUN shall not be liable in connection with any content uploaded by Users of the Website, including any legal consequences of such uploaded content.

10.3.  There shall be no further liability of ANY.RUN, especially no liability without faults for initial defects. Also ANY.RUN shall not be liable for loss of profit and financial losses.

10.4.  The above limitations of liability shall apply also to the personal liability of the employees, agents and other affiliates of ANY.RUN.

10.5.  The Website is used by Users at their own risk. All Services are provided "as is", "as available", "as possible", "as etc." ANY.RUN is not responsible for the data and files uploaded by Users on the Website. ANY.RUN is not responsible if any User appears to be infected with the samples retrieved from the Website or in any way physically, mentally and digitally harmed while using the Website and Services.

10.6.  Users hereby acknowledge that the Services provided by ANY.RUN cannot be guaranteed to be error-free or free of any defects. In particular, ANY.RUN does not guarantee that the Services will detect and/or report or correctly detect and/or report any threat contained in any Content submitted by Users. Users agree that they will use its independent judgment in the analysis of the Content and will not rely on the Results for any purpose.

10.7.  ANY.RUN shall have no obligation to defend any action or indemnify User from damage except as set forth in Section 11 herein.

10.8.  The Services and the Website may include links to other websites or services (including advertisements and payment providers). The information, products, materials, and services from links to other websites or services are not under the control or responsibility of ANY.RUN. ANY.RUN is not responsible if any link or service is not functioning properly. Access and use of any links or services are solely at User's own risk. Users acknowledge and agree that ANY.RUN is not responsible or liable, directly or indirectly, for any loss or damage caused or alleged to be caused by the use of any links or services or as the result of the presence of any advertisers on the Services or available through any third party's platforms.

## 11. Indemnification

11.1.   Subject to the limitations set forth below, ANY.RUN will defend User against any claims, suits or proceedings brought by a third party against User to the extent that such claim, suit or proceeding is based on an allegation that the Software, as delivered to User by ANY.RUN, or any part thereof, when used within the scope of this Agreement, directly infringes a UAE, United States, European Union, United Kingdom or Japanese patent, copyright, trademark, or trade secret (an "Infringement Claim"). ANY.RUN will pay User the damages, costs, and expenses (including reasonable legal fees) finally awarded against User by a court of competent jurisdiction (or settlements agreed to in writing by ANY.RUN), directly attributable to such Infringement Claim. ANY.RUN obligations under this Clause  are conditioned on User (i) notifying ANY.RUN in writing promptly after User becomes aware of an Infringement Claim; (ii) allowing ANY.RUN the right to have sole control of the investigation, defense and settlement of the Infringement Claim, (iii) cooperating with ANY.RUN in the investigation, defense and settlement of the Infringement Claim (as reasonably requested by ANY.RUN), and (iv) making no admission of liability or fault on behalf of itself or ANY.RUN. ANY.RUN will have no liability for any claim of infringement arising in whole or in part from: (A) modifications to the Software made by anyone other than ANY.RUN, (B) the use or combination of the Software with any equipment, data, devices or software where in the absence of such combination or use, the applicable Software alone would not have given rise to the claim, (C) use of the Software in a manner other than for which it was intended; (D) use of Software for which ANY.RUN has provided User with modifications or substitute code if use of such modifications or substitute code would have prevented the claim, or (E) User's continued distribution of the Software after termination of the Agreement.

11.2.   ANY.RUN's cumulative maximum liability with respect to all Infringement Claims will be limited by the total License fee amount. All Infringement Claims will be aggregated for purposes of this limit, and the existence of one or more Infringement Claims will not exceed this limit.

11.3.   If any Infringement Claim is made or, in ANY.RUN's sole judgment, is likely to be made, ANY.RUN may, at its discretion, either: (i) procure for User the right to continue to use the Software, as such use is specifically provided for in this Agreement, (ii) replace or modify the Software to avoid infringement, or (iii) terminate User's license to the Software upon written notice to User, provided that in all instances User purges all copies of the Software and related materials from all computer systems on which it was stored and destroys all physical copies of the Software) and related materials.

11.4.   THE FOREGOING SETS FORTH ANY.RUN'S ENTIRE LIABILITY FOR ANY INFRINGEMENT BY THE SOFTWARE, OR ANY PART THEREOF.

Except for Infringement Claims covered by Section 11.1. above, User will defend ANY.RUN against any claims, suits or proceedings brought by a third party against ANY.RUN to the extent that such claim, suit or proceeding is based on: (a) an allegation that User's or its customers or its or their end User's use or combination of the Software with any equipment, data, devices, or software directly infringes a UAE, United States, European Union, United

Kingdom or Japanese patent, copyright, trademark, or trade secret, where in the absence of such combination or use, the applicable Software alone would not have given rise to the claim; (b) a breach by User of its obligations hereunder; or (c) otherwise as a result of User's promotion or distribution of the User's products, or the Software, including, without limitation, providing representations or warranties to its customers regarding User's, ANY.RUN's products (each a "User Infringement Claim"). User will pay ANY.RUN the damages, costs, and expenses (including reasonable legal fees) finally awarded against ANY.RUN by a court of competent jurisdiction (or settlements agreed to in writing by User), directly attributable to such User Infringement Claim. User's obligations under this Section are conditioned on ANY.RUN: (i) notifying User in writing promptly after ANY.RUN becomes aware of a claim; (ii) allowing User the right to have sole control of the investigation, defense and settlement of the claim, (iii) cooperating with User in the investigation, defense and settlement of the claim (as reasonably requested by User), and (iv) making no admission of liability or fault on behalf of itself or User.

11.5. Users agree to inform ANY.RUN immediately upon receiving any third-party claims on rights to the Content or any other claims made by the third party concerning using the Services.

## 12. Confidentiality

12.1. Obligations. Each party shall: (a) treat as confidential, and shall not disclose, any Confidential Information of the other party other than to its employees, contractors, consultants or advisors (each, a "Representative") who have a bona fide need to know such Confidential Information, provided that (i) such Representatives are bound by confidentiality obligations consistent with and at least as restrictive as the provisions of this Section 12 and (ii) the receiving party shall be responsible for any breach by its Representatives; (b) use the same degree of care to protect the other party's Confidential Information as it uses to protect its own Confidential Information of a similar nature, but in no event less than reasonable care; and (c) use the other party's Confidential Information only for the purposes described in these Terms.

12.2. Exceptions. (a) Confidential Information shall not include: (i) any information that is or becomes generally available to the public (provided that such information did not become public as a result of the receiving party's or its Representative's disclosure thereof in breach of these Terms); (ii) any information received by the receiving party (without restriction on use or disclosure) from sources other than the disclosing party or its Representatives (provided that such source is not subject to a confidentiality obligation with regard to such information); (iii) any information that is independently developed by the receiving party without use of or reference to Confidential Information of the other party; (iv) any information that was in the receiving party's possession (without restriction on use or disclosure) prior to the time of its disclosure by or on behalf of the disclosing party; (vi) data about malware, malicious web and network resources and suspicious files extracted from Content uploaded in Private mode that ANY.RUN uses to enrich its data set (ANY.RUN may share with third parties this data only if the User permits to use this data by clicking the button activating this function, in this case, ANY.RUN may share this data with third parties without any attribution to User); or (vii) information shared by User with other Users of ANY.RUN via the Public submissions mode. (b) Notwithstanding the foregoing, either Party may disclose Confidential Information of the

other party to any regulatory agency or court of competent jurisdiction if and to the extent required to comply with applicable law, regulatory agency or court order, provided that such party provides prompt prior written notice and reasonably cooperates with the other party (at such other party's cost and expense) to limit the extent of such disclosure.

## 13. The final provisions of the Terms

13.1.  Severability Clause. The invalidity of any provision of these Terms shall not affect the validity of the remaining provisions.

13.2.  Amendments. These Terms shall replace and invalidate all earlier Terms of Use.

13.3.  ANY.RUN reserves the right to amend these Terms and is not obliged to notify the User. ANY.RUN shall notify Permanent paid Users with all further changes to these Terms.

13.4.  The changes will come into force upon their publication on the Website except otherwise is provided by the updated version of these Terms. User's continued usage of the Website shall signify User's acceptance of such changes.

13.5.  The ANY.RUN updated Terms will apply to Services that ANY.RUN provided after the effective date of the changes; all Services provided prior to that will be subject to the terms of that current version of the Terms.

13.6.  Determination of disputes. These Terms shall be governed by and construed in accordance with the laws of England and Wales. Any dispute or difference between the parties in relation to or arising from these Terms (including the formation, performance, interpretation, nullification, termination, or invalidation of these Terms) shall be initially resolved through negotiations. These Terms are subject to the exclusive jurisdiction of the Courts of the United Kingdom.

13.7.  All notices, demands or requests to ANY.RUN with respect to these Terms shall be made electronically to support@any.run.

13.8.  Any general terms and conditions of the User (Customer) shall not apply, even if the Customer refers to their applicability in their offers, an order acceptance, or any other documents.