

# Terms of Use Agreement

**Last Updated:** 26 September 2024

This agreement is between you (the client) and the Service Provider (iWoWSoft Sdn. Bhd.), the provider of Web-scanner.app. By accessing or using Web-scanner.app (the "Service"), you agree to the following Terms of Use (the "Agreement"). If you do not agree, please refrain from using the Service.

## 1. Acceptance of Terms

By using the Service, you acknowledge that you have read, understood, and agree to comply with this Agreement. This Agreement applies to all users of the Service.

## 2. License to Use the Service

The Service Provider grants you a limited, non-exclusive, non-transferable, and revocable license to use Web-scanner.app solely for conducting web vulnerability scanning on authorized targets.

## 3. Authorized Use and User Responsibility

You are responsible for ensuring that you have obtained proper authorization from the owner of any target system before conducting scans. Unauthorized scanning of third-party systems without permission is prohibited and may result in legal consequences.

## 4. Mandatory Use of Staging or Testing Servers

You are required to conduct all scans on staging or testing environments that accurately reflect your production setup. Scanning live production servers is prohibited. Any impact on system performance, data integrity, or service disruptions caused by scanning production environments is your sole responsibility. The Service Provider will not be liable for any consequences arising from scanning production systems.

## 5. Modifications to the Service, System Design, and Deployment

The Service Provider reserves the right to modify, update, or enhance the Service, including system design, usage policies, deployment procedures, and maintenance, at any time. Significant changes will

be communicated through notifications within the Service or via email. Continued use of the Service after such modifications signifies your acceptance of the changes.

## **6. Restrictions on Commercial Use**

The Service is provided for your internal use only. You may not use Web-scanner.app to offer scanning services to third parties without the Service Provider's prior written consent. This includes, but is not limited to, reselling the Service or using it as part of a managed security offering. Unauthorized commercial use may result in account termination, legal action, and the recovery of damages by the Service Provider.

## **7. Service-Level Agreement (SLA)**

The Service Provider strives to maintain high availability of the Service but does not guarantee uptime. In the event of unplanned downtime, no compensation will be provided unless explicitly stated in a separate SLA agreed upon with you.

## **8. Data Use and Privacy**

By using the Service, you agree that the Service Provider may collect and use anonymized data from vulnerability scans for the purposes of improving the Service, analyzing trends, and developing new features. The Service Provider will not share identifiable data without your explicit consent, except as required by law. For more information, please review the Service Provider's Privacy Policy.

## **9. Limitation of Liability**

To the fullest extent permitted by law, the Service Provider, its officers, directors, employees, and affiliates will not be liable for any direct, indirect, incidental, or consequential damages, including but not limited to any loss or damage resulting from:

- Unauthorized or unlawful use of the Service.
- Performance degradation, system instability, or data corruption caused by scanning production environments.
- Any commercial use of the Service without the Service Provider's prior written approval.

## **10. Indemnification**

You agree to indemnify, defend, and hold harmless the Service Provider, its affiliates, officers, directors, and employees from any claims, damages, or legal actions arising out of your use of the Service, including but not limited to:

- Unauthorized or illegal vulnerability scans conducted without proper permission.
- Impacts on production systems caused by unauthorized scans.

- Any third-party claims resulting from the unauthorized or illegal use of the Service.
- Any violations of applicable laws or regulations in relation to cybersecurity, data privacy, or intellectual property.

## **11. Termination**

The Service Provider reserves the right to terminate or suspend your account and access to the Service at any time, with or without cause, and without prior notice. Upon termination, you must immediately cease using the Service. You will remain liable for any outstanding fees, if applicable, through the date of termination.

## **12. Governing Law**

This Agreement is governed by and construed in accordance with the laws of Malaysia, without regard to its conflict of law principles. Any disputes arising under this Agreement or the Service will be resolved in the courts of Malaysia.

## **13. Notice of Changes and Acceptance**

The Service Provider reserves the right to modify or update this Agreement at any time. You will be notified of significant changes through email or through notifications within the Service. Your continued use of the Service after such changes constitutes acceptance of the new terms. If you do not agree with the updated terms, you must stop using the Service immediately.

## **14. Security Breach and Limitation of Liability**

While the Service Provider takes reasonable measures to secure its systems, no system is completely immune to attacks. In the event of a security breach, the Service Provider will notify affected users and take steps to mitigate the issue. However, the Service Provider will not be liable for any resulting damages, including data loss or service disruptions, caused by such breaches.

## **15. Copyright and Intellectual Property**

All content, software, designs, and materials provided through Web-scanner.app, including but not limited to the web portal, scanner algorithms, and documentation, are the exclusive property of the Service Provider and are protected by copyright, trademark, and other intellectual property laws. You may not copy, modify, distribute, or reverse-engineer any part of the Service without prior written consent from the Service Provider.

## **16. Compliance with Local Laws**

You agree to comply with all applicable local, national, and international laws and regulations related to the use of the Service, including but not limited to laws related to cybersecurity, data privacy, and intellectual property. In the event of any legal conflicts, this Agreement will be governed by Malaysian law.

## **17. No Warranty**

The Service is provided on an "as-is" and "as-available" basis, without any warranties, express or implied. The Service Provider does not guarantee that the Service will be free of bugs, errors, security vulnerabilities, or interruptions, nor does it guarantee the accuracy or reliability of the results produced by the Service. Your use of the Service is at your own risk.

## **18. Account Sharing and Security**

Your account is personal and non-transferable. You agree not to share your account credentials with any other person or entity. You are solely responsible for maintaining the confidentiality and security of your account information. If you suspect any unauthorized use of your account, you must notify the Service Provider immediately. Account sharing or any security violations may result in the suspension or termination of your account.

## **19. Entity Representation and Future Changes**

The Service is provided by iWoWSOft Sdn. Bhd., a company incorporated under the laws of Malaysia. iWoWSOft Sdn. Bhd. reserves the right to assign or transfer this Agreement, including all rights and obligations, to any future related entity. You will be notified of any such changes, and your continued use of the Service will constitute acceptance of the new provider.