

## PRIVACY POLICY

### 1. PRELIMINARY STATEMENT

- 1.1. This Privacy Policy explains how ANY.RUN FZCO (hereinafter 'ANY.RUN') collects, processes, and shares personal data of users of our website and services. ANY.RUN takes privacy seriously and adheres to principles of transparency, data minimization, purpose limitation, accuracy, storage limitation, integrity, confidentiality and accountability.
- 1.2. Acceptance of Terms of Use shall mean automatically full and unconditional acceptance of this Privacy Policy by the User. ANY.RUN reserves the right to amend this Privacy Policy and is not obliged to notify the User. The changes will come into force upon their publication on the Website except otherwise is provided by the updated version of this Privacy Policy. User's continued usage of the Services shall signify User's acceptance of such changes.
- 1.3. While using the ANY.RUN Services User has to ensure that the files/ the URL User are about to submit contain no personal data of any third party or if so, User have the full and informed consent of those third parties or the statutory right to transfer these personal data. ANY.RUN is not responsible for any conflict arising according to the submitting of personal data of third parties involved in your files/ URL.
- 1.4. Please be aware that interactive analysis as a part of Services provided by ANY.RUN is not confidential unless otherwise stated. User can turn on privacy mode in the advanced menu before start using Services.
- 1.5. The Privacy policy is effective from July 24, 2024.

### 2. COLLECTING AND PROCESSING OF USER'S PERSONAL DATA

- 2.1. Purposes for Collection & Usage of User Personal Information. ANY.RUN may use User Personal Information for the following purposes:

- Providing our Services

- Improving our Services
- Communicating with Users
- Verifying User's identity
- Registering users for promotions and events
- Responding to technical support questions and concerns
- Contacting users for marketing, advertising, and sales purposes
- Responding to questions and feedback
- Conducting market research and analysis
- Conducting internal research for technological development
- Continuously evaluating and improving the online user experience
- Network and information security
- Fraud prevention
- To permit access to our facilities
- Reporting suspected criminal acts
- Compliance with the law or to protect the rights, property, or safety of ANY.RUN, our users, or others
- Sending educational (training) materials to User, links to educational materials and invitations to webinars and educational demo presentations (including but not limited to 'Sandbox training')

Please see below the most common cases of using your data by ANY.RUN:

**Registration Data:** When registering an account, ANY.RUN collects your name and business email address to identify your account and send transactional emails.

**Legal basis:** Performance of a contract.

**Contact Form Data:** If User contacts us via the form, ANY.RUN collects your phone number, email and Company name to respond.

**Legal basis:** Legitimate interests to respond to inquiries.

**Payment Data:** To process payments, our processor FastSpring collects your name, card details, payment date and ID. Legal basis: Performance of a contract.

ANY.RUN also processes Personal Information as necessary for its legitimate interests as follows:

- Marketing and advertising: Unless User opts out as described below, ANY.RUN uses User Personal Information regarding products and services User has ordered, or which potentially may interest User, as necessary to provide User information about the products and services that might interest User in accordance with applicable law.
- Network and information security, fraud prevention, and reporting suspected criminal acts: In the event of fraud, a security incident, or a suspected criminal act, ANY.RUN would examine Personal Information that appeared to be linked to the incident as necessary to determine what happened, remediate, report to the authorities, and prevent a recurrence.

2.2. Web servers store details of user's operating system and browser used, a webpage from which user comes to the Website, pages that user visits on the Website, and IP address assigned to a user by user's Internet service provider (ISP). With the exception of user's IP address, in following cases the personal data is collected and stored only if a user chooses to submit it to ANY.RUN:

2.2.1. When registering, for identification of your account and transactional email ANY.RUN collect:

- Email address

2.2.2. When User uses contact form in order to correspond with us, to reach Userback ANY.RUN collect:

- Name
- Email address

2.2.3. When paying, to provide User with the paid services (creation, prolongation and payment subscriptions) ANY.RUN uses PADDLE payment processing.

These third party service providers have their own privacy policies addressing how they use such information. User can read PADDLE privacy policy on their website.

*According to information provided by PADDLE PCI DDS was developed to protect consumers of PADDLE and their data no matter where they shop or what channel they use. PADDLE renews PCI Level 1 compliance every year, the highest level of certification possible.*

2.2.4. To protect service from attacks and for a recognizing different user types, on every http request ANY.RUN collects:

- IP/Country/Provider
- URL/Query/Browser/Referrer/Cookie/Headers

2.3. ANY.RUN uses User data to:

2.3.1. Provide individual service, support and advertisement for a user.

2.3.2. Inform user about ANY.RUN new products and services.

2.3.3. In the event that ANY.RUN are involved in a merger, acquisition or asset sale, ANY.RUN may disclose your personal data to the prospective seller or buyer of such business or assets.

2.4. User hereby agrees that ANY.RUN could use your email address User have entered to send out a newsletter from which User can unsubscribe at any time by clicking on the deactivation link provided in every newsletter or in your own profile by clicking on the checkmark to disable.

### **3. SHARING USER'S PERSONAL DATA**

ANY.RUN shares data with service providers under contract to process data on our behalf for the above purposes.

3.1. User's personal data will remain only with ANY.RUN, its affiliates, and its service providers and will not be available to third parties except

situations when ANY.RUN is obligated to disclose such information by the law.

- 3.2. Personal data shared with service providers will be used only to perform ANY.RUN services. Providing your personal data to ANY.RUN User agrees that ANY.RUN could submit relevant information to the following services in compliance with General Data Protection Regulation (GDPR):
- Email services: MailerLite and Amazon SES to send and receive emails. MailerLite may also display pop-ups and email collection forms on our site.
  - Payment service providers: PADDLE or its affiliates in order to receipt payments.
- 3.3. ANY.RUN may use third-party services such as Google Analytics that collect, monitor and analyze user's information in order to increase ANY.RUN Service's functionality. These third-party service providers have their own privacy policies addressing how they use such information. User can read privacy policy of third-party service providers on their websites.

## 4. DATA RETENTION

- 4.1. ANY.RUN stores personal data as long as it is required to perform the Services to the user providing no legal contradictions exist (in a case of retention periods required by trade or tax regulations etc.).
- 4.2. At any time User may exercise your right to have your personal data removed, provided that no legal requirement opposes deletion or the data is necessary for the fulfilment of a contractual obligation of ANY.RUN.
- 4.3. Retention Period
- 4.3.1. Registration data (Section 2.2.1) is stored the whole time user is using the service.
- 4.3.2. Contact us form data (Section 2.2.2) is stored as support ticket for an indefinite amount of time or deleted upon a request from the user.

4.3.3. Payment information (Section 2.2.3) is stored as long as the service is provided to the user, and can be deleted only provided that no legal requirements exist, for example, in the case of storage periods required as a result of trade or tax.

4.3.4. HTTP request data (Section 2.4.4) is stored for 30 days.

## **5. RIGHT TO OBTAIN AND CORRECT INFORMATION**

5.1. User has the right:

- of access to Personal Data relating to User;
- to correct any mistakes in User Personal Data;
- to ask us to stop contacting User with direct marketing;
- to restrict or prevent your Personal Data being processed;
- to erasure.

5.2. In order to request any of actions required please send a message to ANY.RUN contact email indicated in Terms of Use.

5.3. The deletion of user's personal data will be completed immediately unless ANY.RUN is legally obliged to store such information.

## **6. CHILDREN'S PRIVACY**

6.1. ANY.RUN does not knowingly collect information from anyone under the age of 16. ANY.RUN is directed for persons older than 16 years old. Persons under 16 are not allowed to register and use ANY.RUN without parent permission.

## **7. COOKIES**

7.1. ANY.RUN established its own Cookie policy and applies cookie banner to comply with relevant privacy legislation.

## **8. SECURITY**

8.1. ANY.RUN applies organizational and technical security measures to protect the data supplied by visitors and users against manipulation, loss, destruction and unsanctioned access by third parties.

## 9. UNSUBSCRIBING FROM EMAILS:

In addition, User may cancel or modify the email communications User had chosen to receive from ANY.RUN by following the instructions contained in emails from us. Alternatively, User may email ANY.RUN at [unsubscribe@any.run](mailto:unsubscribe@any.run) with your request, stating 'Unsubscribe' in the header and what email addresses User wishes not to receive HARMAN emails. Within a reasonable period, ANY.RUN shall ensure that such email addresses are unsubscribed.

10. **Cross-Border Data Transfers:** In order to provide our Services, your Personal Information may need to be accessed by our entities across the world. Before transferring your Personal Information to any of our entities across the world, ANY.RUN will ensure all required transfer mechanisms are in place to ensure an adequate level of protection for the transfer of your Personal Information.
11. Each user is fully responsible for the legality of uploaded Content including Personal Data of User or Personal Data of any third parties. Using the Content through the Services shall not infringe any personal data 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 personal data that would violate the rights of any data subject under the EU General Data Protection Regulation (GDPR), the applicable data protection laws of the United Arab Emirates, or 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.

**DISCLAIMER: Any personal data uploaded by User to Public submissions can not be identified by ANY.RUN as personal data therefore any request made by User or any third party in relation to such personal data can not be satisfied by ANY.RUN. When uploading personal data to Public Submissions User clearly understands that such data is being seen by unlimited number of Users. User guarantees that consent from third parties on uploading their Personal data was obtained by User. Any third party claims related to personal data disclosure shall be a sole responsibility of User that uploaded data in Public Submissions.**