

ComplianceNow.ai Terms and Conditions

Last Updated: 28 April 2026

TERMS OF USE

These terms and conditions of use (the “**Terms**”) constitutes a legally binding agreement between you, whether personally or on behalf of an entity (“**You**” or “**User**”) and **Innoquest Technologies Sdn. Bhd** (“**ITSB**”), concerning your access to and use of the **ComplianceNow.ai** platform, including all associated software, website, Application Programming Interface (API) keys, API Credentials, and mobile applications (collectively, the “**Site**”) owned, managed and operated by ITSB and its affiliates.

The Terms govern the use of the Site’s real-time intelligent compliance solution and features powered by artificial intelligence (“**AI**”) including but not limited to compliance monitoring, predictive analytics, anomaly detection and automated reporting (collectively referred to as “**Compliance AI Features**”).

The Terms are governed by and are an integral part of, any Master Service Agreement (“**MSA**”) or End User License Agreement (“**EULA**”), as applicable, term used however not defined herein, shall have meaning as defined in the MSA. All obligations and provisions under the MSA apply to the use of the Compliance AI Features in addition to these Terms and MSA shall prevail in the event of any inconsistency.

By accessing the Site, creating an account, or utilising any authorised API credentials, you acknowledge that you have read, understood, and agree to be bound by all of the Terms, our Private Policy and our EULA and the Frequently Asked Questions (FAQ) (if any). If you are acting on behalf of a Company or legal entity, you have the legal authority as the authorised representative of your Company to bind that entity to the Terms. In the event you do not agree with these terms and conditions, as the case maybe, then you are expressly prohibited from using the Site and you must discontinue to use immediately. If you have any questions in relation to the use of the Site, please refer to our (“FAQ”), if any, or contact us at: leongcc@innotruster.tech.

ITSB reserves the right, in their sole discretion to change or modify any of the terms and conditions contained in the Terms, our Privacy Policy, our EULA and our FAQ (if any) from time to time at any time by giving you notice via-email or ITSB notifications. Any changes or modifications to the Terms, Privacy Policy, EULA or FAQ will immediately take effect on the date of amendments made. Your continued use of the Site following posting of any changes or modifications constitutes your acceptance of such changes or modifications. If you do not agree with the changes or modifications of the Terms, you must immediately cease using the Site.

The information provided on the Site and the use of the Compliance Ai Features is not intended for distribution to, use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would be subject us to any registration requirement with any governmental authorities/bodies within such jurisdiction or country. Accordingly, those person or entity who choose to access the Site and use the Compliance Ai Features from other country outside Malaysia, on their own initiative and are solely responsible for compliance with that jurisdiction or country laws, if and to the extent that jurisdiction or country laws are applicable.

INTELLECTUAL PROPERTY (IP) RIGHTS

You shall use the Site and those outputs only in the manner expressly permitted by the Terms and any executed MSA.

All intellectual Property rights (including but not limited to copyrights, trademarks, patents, design right, artificial intelligence models, machine learning algorithms, and proprietary data structures and Compliance AI Features) existing in the Service and the Site are owned by Innotrust Management Pte Ltd (“the Owner”). ITSB operates the Site as the Owner’s exclusive licensee. Nothing in this term constitutes a transfer of any Intellectual Property rights from the Owner or ITSB to you.

ITSB under license from the Owner, grants you a personal, limited, non-assignable and non-exclusive license to use the Service for internal business compliance purposes. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Compliance AI Features. You may not copy, modify, distribute, sell, or lease any part of the Site, nor may you reverse engineer, decompile, or attempt to extract the source code of that software or underlying AI logic, nor may use the Site's outputs to create a competing compliance product unless laws prohibit those restrictions or you have our written permission from the Owner.

You acknowledged that the Owner owns all rights to ("**Derived Data**") (statistical, non-identifiable data generated by the platform's analysis of Customer Data). The Owner and ITSB may use this anonymized data to train, improve, and benchmark its Compliance AI Features.

Permission is granted to electronically copy and print reports generated by the Site purely for your internal business or organisation compliance purposes. Any other use of materials on the Site including reproduction for purposes other than those permitted above, modification, distribution, or republishing, without the prior written permission of the Owner is strictly prohibited.

NATURE OF THE SERVICE

The Service refers to the Proprietary, compliance management platform including all real time intelligent compliance solution and features powered by Compliance AI Features owned by Innotrusted Management Pte Ltd and operated by ITSB as the exclusive licensee. The Service is designed to empower organisations to achieve real-time intelligent compliance across their global supply chains hosted at the Site. By leveraging advanced data analytics and automated monitoring capabilities, the service enables Users to identify risks and track adherence to international standards. The Service incorporates a range of advanced technologies including artificial intelligence, machine learning, natural language processing, predictive analytics, and rule-based compliance engines to continuously monitor activities, analyse data, detect anomalies, and generate compliance-related insights, automated alerts and detailed reports.

The Service is intended to assist Users in managing compliance with applicable standards and frameworks, including but not limited to ISO 9001, ISO 14001, ISO 45001, and environmental, social, and governance (ESG) requirements. Notwithstanding the foregoing, the Service is a support and productivity tool only delivered via the Site and Users are responsible for verifying the accuracy of Compliance AI Features generated insights reports or alerts before taking action based on those outputs (such as reports and data). By accessing the Site or receiving those outputs does not create a professional-client relationship including but not limited to legal, financial or regulatory advisory. The Service does not provide legal and financial advice, it also does not constitute a replacement for the Users' obligation to maintain independent internal monitoring, human-led compliance functions and robust internal controls.

ELIGIBILITY & ACCESS

To access the Site, you must be at least 18 years of age (or the age of legal majority in your jurisdiction) to create an account and for Business account, you must be an authorised representative of a legally registered Company or Entity who have the legal authority to bind your organisation to these Terms. The access to the Service hosted in the Site is granted only to Users who complete the registration process defined in the User Account & Security clause herein.

During the registration process failure to provide the necessary Information or Personal Data as required by us, ITSB reserve the right to refuse or deny access to the Service hosted in the Site to any User or Organisation if it does not meet ITSB's eligibility criteria OR if the User or Organisation use of the Service would violate applicable laws.

You agree and undertake that you shall not:

- a) Access or use the Site for any illegal purpose or in violation on any applicable laws. You agree that you shall access and use the Site in good faith.
- b) Reverse engineering, decompile or attempt to extract the underlying AI logic or proprietary algorithms.
- c) Use the Site's output to train a competing machine learning model.
- d) Scrape or automate data collection from the Site without an authorised API key.

USER ACCOUNT & SECURITY

To access and use the Service hosted in the Site, you must register for an account. By creating an account, you agree to provide accurate, current and complete information. You must update this information immediately following any changes to ensure the integrity of compliance reporting.

You agree that you shall only submit or provide your Information or Personal Data which is accurate, current and complete and that you will keep the Personal Data provided up-to-date. You hereby confirm that the information provided herein is accurate, correct and complete and documents submitted along with this are genuine. For Business accounts, you must update ITSB immediately if an authorised user leaves your organisation.

ITSB reserve the right to verify the corporate identity of any account. This may include verifying your corporate domain or business registration under Companies Commission of Malaysia (SSM) or the equivalent statutory body responsible for incorporating companies in your jurisdiction or country.

The Information or Personal Data provided during registration will be processed in accordance with our Privacy Policy and the Personal Data Protection Act (Malaysia). You confirm that all information provided are true and accurate and that you have the right to share such data on behalf of your organisation.

You are solely responsible for all activities occurring under your account including but not limited to maintain the confidentiality of your password and your login credentials (API keys or API credentials). Credentials may not be shared between employees or with third parties. In the event of any unauthorised User, you shall notify us immediately of any unauthorised access to your account or any actual or suspected security breach. ITSB is not liable for data breaches resulting from poor password management or unauthorised sharing of account access within the organisation.

If you manage an "Organisation Account", you are responsible for the actions of all sub-Users invited your workspace. You must ensure that User permission levels are appropriately assigned to prevent unauthorised data exposure.

You acknowledge that your account is subject to specific usage limits (e.g. number of monitored suppliers or data volume) as defined in your applicable Service Plan. You shall not use the Service to reverse-engineer the Site, its underlying systems or our artificial intelligence (AI) models or to bypass any security measures. ITSB reserve the right, at its sole discretion to suspend or terminate your accounts immediately without giving any prior notice, if these Terms are violated or breached or if such action is reasonably necessary to protect the integrity, security or interest of the Service.

COMMENCEMENT AND TERMINATION

This Agreement shall commence on the date the User first access the Site and confirms acceptance by selecting "I agree" during account registration of these Terms or MSA and EULA as the case maybe ("Effective Date"). Unless terminated earlier in accordance with these Terms or MSA or EULA as the case maybe, this Agreement shall remain in effect for a period of twelve (12) months from the

Effective Date (“Term”). Thereafter this Agreement shall automatically renew for successive twelve (12) months period subject to a revision of fees to be mutually agreed between the Parties hereto, provided that the User is not in material breach of these Terms at the time of renewal.

Notwithstanding the above, ITSB may terminate this Agreement for convenience by providing thirty (30) days written notice. In the event of termination for convenience by ITSB, you shall be entitled to a pro rata refund of any pre-paid unused fees.

ITSB also reserves the right to suspend or terminate your access and use of the Site immediately, without notice or refund, if:

- Material Breach: You fail to cure a breach of these Terms within seven (7) days of notice.
- Payment Failure: You fail to pay any fees within seven (7) days of the due date.
- AI Misuse: You attempt to reverse-engineer, scrape, or probe the Service for vulnerabilities.
- Regulatory Risk: Your use of the Site creates a legal or regulatory risk for ITSB.

Upon termination, your right to access the Site and utilise API Credentials shall cease immediately. All outstanding fees for the remainder of the Terms become immediately due and payable. The provisions regarding Intellectual Property, Risk Acceptance, Limitation of Liability, Indemnification, Successors and Governing Law shall survive termination. For Data Retrieval, for thirty (30) days post termination, ITSB will allow you to export your Customer Data. After thirty (30) days ITSB will delete all Customer Data from its Service systems. ITSB retains the right to keep anonymized, aggregated data derived from your usage for the continued improvement of its AI models.

In addition, to any other legal or equitable remedies, ITSB may, without prior notice to you, immediately terminate or revoke any or all of your rights granted under these Terms upon any termination of these Terms, you shall immediately cease all access to and use of the Site and ITSB shall immediately revoke all password(s) and account identification (if any) issued to you and deny your access to and use of the Site. Any termination shall not affect the respective rights and obligations (including but not limited to payments obligations) of the Parties hereto arising before the date of termination. Further to that, you agree that ITSB shall not be liable for any losses and/or damages to you or to any third party as a result of such suspension or termination.

RISK ACCEPTANCE

You hereby acknowledge and agree that the Site on Compliance AI Features, including any generative Compliance AI Features, may have unknown risk and the technology’s safeguards may not be comprehensive. You agree to assume all risk associated with the use of the Compliance AI Features including but not limited to the followings:

- The Site includes Compliance AI Features which is designed to automate and simplify compliance monitoring and workflows; however, all outputs are for decision-support purposes only. The final responsibility for regulatory adherence remains exclusively with the User.
- ITSB does not guarantee 100% accuracy of Compliance AI Features or any flags, reports or insights generated by the Service nor does it warrant that such outputs are complete, current or error-free.
- There is an inherent risk that Compliance AI Features methodologies or outputs may be deemed non-compliant, inaccurate, or insufficient by government authorities or regulatory bodies. You accept that such findings could lead to legal consequences or service interruptions for which ITSB shall not be held liable.
- You acknowledge that Compliance AI Features outputs may not always be accurate or appropriate for all organisation types or specific business activities. It is your responsibility as

User to verify that the use of Compliance AI Features adheres to the specific laws and regulations of your jurisdiction.

- While ITSB employs industry-standard safeguards, you acknowledge that no Compliance AI Features system is entirely secure or immune to “hallucinations” (the generation of incorrect but plausible-sounding information).

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall ITSB, its affiliates, directors, employees, or licensors be liable to you or any third party for any indirect, incidental, special, exemplary, punitive or consequential damages. This includes without limitation, damages for loss of profits, loss of goodwill, loss of data, business interruption, supply chain disruption or any intangible losses regardless of whether ITSB was advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy.

Notwithstanding anything to the contrary contained herein, ITSB’s total aggregate liability to you for any and all claims arising out of and related to the use of this Site (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) shall not exceed the total amount of fees actually paid by you to ITSB for the usage of the Compliance AI Features during the six (6) months immediately preceding the event giving rise to the claim. The existence of multiple claims shall not exceed this limit.

You expressly acknowledge and agree that:

- The Site and its Compliance AI Features are provided as a decision support tool only. ITSB assumes no liability for business decision, vendor terminations, or contractual actions taken by you based on AI-generated outputs.
- ITSB shall have no liability for any fines, penalties or legal sanctions imposed on you by any governmental or regulatory authority regardless of whether such penalties relate to information provided by the Site.
- ITSB disclaims all liability for “computational inaccuracies” or factually incorrect outputs (hallucinations) inherent in automated processing and artificial intelligence technologies.

The Parties hereto acknowledge and agree that the limitations of liability, disclaimers of warranties and exclusions of damages set forth in this Clause are a fundamental element of the basis of the bargain between ITSB and you. The Parties hereto further agree that the fees charged for the usage of the Compliance AI Features reflects this allocation of risk, and that ITSB would not be able to provide the usage of the Compliance AI Features on the economic terms provided herein without such limitations.

INDEMNIFICATION

ITSB will defend, indemnify and hold harmless you from and against any third-party claims, suits or proceedings alleging that the Site or its underlying AI technology, Compliance AI Features infringes upon a valid patent, copyright or trademark of a third party. If an infringement claim occurs, ITSB may at its option a) procure the right for you to continue using the Site; b) replace or modify the Site to make it non-infringing; or c) if neither is commercially feasible, terminate as the User of this Site and provide a pro-rata refund of any pre-paid fees.

You shall defend, indemnify and hold harmless ITSB, its directors and employees from and against any third-party claims, losses and damages arising out of or related to:

- Any allegation that the data uploaded by you violates the privacy rights and intellectual property rights of a third party (e.g. a supplier).

- Any business decision, supplier termination or regulatory violation resulting from your reliance on the Site's Compliance AI Features.
- Any violation of local or international laws by you.

DISCLAIMER OF WARRANTIES

The Service is provided "as is" and "as available" without warranties of any kind, either express or implied.

FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations (except for payment obligations) due to event beyond its reasonable control, including but not limited to:

- Natural Disasters: Acts of God, Fire, Flood or earthquake.
- Civil Unrest: War, terrorism, riots or strikes.
- Health Crisis: Pandemic, epidemics or government-mandated lockdowns or state of emergency.
- Infrastructure Failure: Large-scale internet outages, telecommunications failure or grid-wide power outages.
- Cloud & Cyber Events: Major outages of third-party cloud hosting providers (e.g. Google Cloud) or sophisticated "zero day" cyber- attacks/denial of service (DDoS) attacks that bypass industry standard safeguards.

If the Force Majeure event occurs, the affected Party must notify the other Party as soon as reasonably possible and use commercially reasonable efforts to mitigate the impact and resume performance. However, if the Force Majeure event continues for a period exceeding thirty (30) days, either party may terminate this Agreement upon written notice without penalty, except for payments owed for the usage of the Service.

SEVERABILITY

If at any time any clause or provision of these Terms shall be or shall become illegal, invalid or unenforceable in any respect, it shall be severed or modified to the extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant clause or provision shall be deemed deleted. The legality, validity and enforceability of the remaining provisions of these Terms shall not be affected or impaired by any such modification or severance, and shall continue in force as if such illegal, invalid or unenforceable clause or provisions was severed from these Terms.

LAW AND JURISDICTION

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the law of Singapore. For User and entities incorporated or residing in Singapore, the Parties agrees that the Court of Singapore shall have the exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter. For User or entities incorporated or residing outside of Singapore, any dispute, controversy, or claims arising out of or relating to this Agreement, including the breach, termination or invalidity thereof, shall be settled by final and binding arbitration at the Singapore International Arbitration Centre (SIAC):

- Rules: The Arbitration shall be conducted in accordance with SIAC Arbitration Rules currently in force.
- Language: The Language of the arbitration shall be in English.
- Arbitrator: The seating of Arbitration shall be in Singapore, and the tribunal shall consist of a sole arbitrator.

Notwithstanding the above, nothing in this Clause shall prevent ITSB from seeking injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement of its Intellectual Property Rights or the unauthorised use of its API credentials.

TIME IS OF THE ESSENCE

Time is of the essence with respect to the User's obligation to pay all fees, taxes and charges due under this Agreement, the MSA, or any Subscription Order. Any delay in payment shall constitute a material breach and ITSB shall be entitled to suspend the Site and the Service or terminate this Agreement immediately.

While the Compliance AI Features are designed to support real time intelligent compliance monitoring, the Parties acknowledge that time shall not be of the essence in relation to the delivery of any flags, reports or data processing generated from the Service. Delays caused by network latency, third party service providers, cloud infrastructure failures, or data ingestion issues shall not constitute a material breach of these Terms, provided that ITSB uses commercially reasonable efforts to maintain the availability and performance of the Service.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and authorised assigns.

In the event of merger, acquisition or sale of all or substantially all of the assets of either Party, the obligations under this Agreement including but not limited to payments obligations, intellectual property protection and data confidentiality shall automatically transfer to and be binding upon the acquiring entity or successors in interest.

The User may not assign or transfer its rights and obligations under this Agreement to any third party without the prior written consent of ITSB. Any attempted assignment without such consent shall be null and void. ITSB may freely assign this Agreement in the event of a corporate restructuring or sale of the ComplianceNow.ai platform.

ENTIRE AGREEMENT

This Agreement along with the MSA, EULA and Privacy Policy, constitutes the entire agreement between the User and ITSB. It supersedes all prior or contemporaneous communications and proposals, deals whether electronic, oral or written.

NO WAIVER

The failure of ITSB to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Any waiver must be in writing and signed by an authorised representative of ITSB.

RELATIONSHIP OF PARTIES

Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship. You are an independent contractor using a software tool or platform. You have no authority to bind ITSB to any third-party obligations.

CONFIDENTIALITY (Non-Disclosure)

Both parties agree to protect "Confidential Information" i.e. proprietary algorithms, machine learning models and API architecture received from the other. For ITSB, this includes the internal logic of the Compliance AI Features and pricing. For the User, this includes their specific supplier data. Confidential Information shall not be disclosed to third-parties without the written consent, except as required by law.

CYBER SECURITY & MAINTENANCE

ITSB employs industry standard security measures; however, the User acknowledges that no digital platform is 100% secure and User is responsible for the security of their own API credentials and that any breach caused by their negligence is not ITSB's liability. ITSB reserves the right to temporarily suspend the use of the Site for scheduled maintenance or emergency security patching and will use commercially reasonable efforts to notify you in advance of any planned downtime. In the event of such temporarily suspension of the use of the Site, ITSB shall not be held responsible or liable for any losses and/or damages due to any data lag or compliance misses that occur due to scheduled maintenance or emergency security patching.