

# TERMS OF USE FOR INDIVIDUALS

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## Introduction

These conditions ("the Conditions") govern the use of the goods and services (jointly referred to as "the Services") offered by Shadow ("Shadow")– in particular, access to Shadow®, a service which provides subscription access to a remote personal computer, and use of the website shadow.tech, and all other websites of Shadow and its affiliates ("the Websites"). They constitute a contract between you ("the User") and Shadow (jointly referred to as "the Parties"). These Conditions, as well as the Confidentiality Policy and the Cookies Charter must be accepted to access the Services.

Please read these Conditions carefully. By using the Services, you agree to be bound by these Conditions, including the Confidentiality Policy, the Cookies Charter and the Code of Conduct herein, and all other terms and policies incorporated herein by reference. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE OR OUR SERVICES.

IMPORTANT: THESE CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION, WHICH INCLUDES A WAIVER OF THE USER RIGHT TO BRING CLAIMS AS CLASS ACTIONS AND THE RIGHT TO OPT OUT OF THE FOREGOING PROVISION. THESE PROVISIONS AFFECT USER'S RIGHTS UNDER THESE CONDITIONS WITH RESPECT TO ALL SERVICES.

Some of the Services offered by Shadow may, where applicable, be subject to special conditions, which once accepted by the User will supplement and prevail over these Conditions for the Services concerned.

## Definitions

To facilitate the understanding and interpretation of the terms in these Conditions, whether used in the singular or the plural, or unless the context otherwise requires or except as otherwise expressly provided, the Parties have agreed on the following definitions:

"Intellectual Property Assets" refers to intellectual works protected by the provisions of French and international intellectual property law and, in particular, the Websites and Software.

"Third-Party Applications" refers to third-party software, applications, websites and services that are included in the Services or may be accessed, purchased or subscribed to through the Services.

"User Account" refers to the User's personal account that may be accessed using a user name and password.

"Conditions" refers to this contract concluded between the User and Shadow.

"Subscription Start Date" refers to the date the Shadow® remote computer is put into service.

"Data" refers to all the data submitted by the User to Shadow, as stated in the paragraph "User's data and content".

"Licence" refers to the Windows licence used in connection with the Services.

"Software" refers to all the software made available to the User by Shadow as part of the Services.

"Subscription Period" is defined in the paragraph "Shadow: subscription".

"Services" refers to all the benefits, goods and services offered by Shadow to the User.

"Third-Party Terminal" is defined in the paragraph "Shadow".

## Capacity

The Services are not intended for and may not be used by people under the age of 15. By using the Services, the User represents and warrants to Shadow that he/she has at least 15 years of age and is lawfully able to accept these Conditions, and purchase and/or use the Services.

## Identification Documentation

To take out a subscription, Shadow may ask the User to provide a copy of his or her valid identification document or any other proof of identity before the start of or during the subscription. The User has ten (10) calendar days to send Shadow any documents requested starting from the date of the first request.

If the User does not meet this condition, Shadow may refuse his or her subscription request, or may suspend or cancel the subscription without prior notice if it has already started, in which case the subscription fee will be due until the date of cancellation.

## Shadow

Shadow® offers the User access to a remote personal computer by subscription.

This computer works in a similar way to a standard PC in that Users can install their own software and store their own data and content, which are available every time they connect to the device. Users can also link it to compatible peripherals (printers, joysticks, etc.). Unless indicated otherwise as part of the Service subscription, the operating system for this computer is Windows 10 Home.

Shadow® may be accessed using several devices (PCs, tablets, mobile telephones, smart TVs) ("a Third-Party Terminal") which run on an operating system for which Shadow has developed and made available a software for (jointly referred to as "the Software"). Shadow does not guarantee that a Software for a specific third-party operating system will remain available at all time during the Subscription Period.

Technically, in both cases, the User's inputs (keystrokes, moving the mouse, etc.) are sent from the Third-Party Terminal to Shadow's computer servers which process the information received and send a signal to the Third-Party Terminal which enables it to display the image and play the corresponding sound on the User's screen. For Shadow® to operate, the User must, therefore, be connected to the Internet, such Internet connection costs resting fully with the User.

## Shadow Subscription

The duration of subscription chosen by the User will be calculated from the date his or her Shadow® remote personal computer is put into service ("the Subscription Start Date", which may also be referred to as the activation date).

he subscription will continue from the Subscription Start Date for a duration chosen by the Use ("the Subscription Period").

Unless otherwise specified during the subscription of the Service, and unless the User has not cancelled his or her subscription the day before it ends, at the latest, through actions available on his or her User Account, or at least ten (10) days before it ends if the request has been made by any other means made available to the User (postal letter, message to the Support Department etc.), it will be automatically renewed without notice, to the extent legally permissible, for the same term as the current Subscription Period and under the same conditions, unless the conditions have been amended by Shadow. It is understood that the abovementioned timings mean from the receipt of the request by Shadow, and not from the date of the request being sent.

## Subscription Fee

The cost of the Services is the price indicated to the User when taking out the subscription.

Shadow shall inform the User if it wishes to change the price of the Services, by giving a reasonable period of notice before the date the change takes effect. In the case of price increases, Users will therefore be required to agree to the new price conditions if they intend to continue their subscription contract after the date the new conditions take effect. They can do so via the pop-up containing a description of the new conditions and which appears the first time the User connects after Shadow has adopted the new price conditions, if applicable, or through any other means Shadow chose to inform the User. If the User has not agreed to the new price conditions by the date they take effect, Shadow may, at its sole discretion, (a) cancel the subscription at the end of the current Subscription Period on the date the new conditions take effect, (b) keep on providing the Services at the same price, or (c) transition the User subscription to the plan which is most similar to the User then-current subscription.

## Payment Dates

The user will be charged the subscription amount immediately on the date of subscription. If the subscription continues, subsequent charges will occur at the next subscription period renewal.

## Online Payments

### Method of payment

The cost of the Services may be paid online by bank card, or any other means indicated on the Websites. Payments by bank cards will be debited immediately after the User's details have been verified, and once debit authorisation has been received from the company that issued the bank card used by the User. In accordance with applicable law, the commitment to pay by card is irrevocable. By submitting his or her bank card details, the User authorises Shadow to (a) store his or her bank information pursuant to our Privacy Policy and (b) automatically debit his or her bank card for the amount corresponding to the price of the Service subscribed, on a recurring basis, until the subscription has been cancelled and all sums due have been fully paid. The User confirms that he or she is the holder of the bank card to be debited and that it is his or her name on the bank card. He or she shall provide the sixteen-digit bank card number and expiry date, and if necessary, the CVV number.

The User is responsible for ensuring that the bank card used for the payments is valid, that the conditions of use applicable to the card permit monthly payments to be debited for the Services, and that there are sufficient funds in the bank account to be debited.

If a payment is rejected, Shadow will inform the User as soon as possible to rectify the situation.

The company will not, in any case, be held responsible in the case where the User were to make the payment of sums due by means other than those formally accepted by the Company, it being understood that the payment would then not free him or her from his or her obligation and should be made again according to a means of payment available to the User to this end.

#### Disputed charges

If the User disputes a payment, a subscription charge, a fee or an interest charge, relating to the Services, for any reason, Shadow reserves the right to suspend the User's access to the Services until any and all such disputes are settled.

In the case of a User disputing charges on the basis that the subscription or purchase of the Services was taken out in a fraudulent manner, Shadow reserves the right to terminate the Services as of right and without notice, and to take any legal action it deems appropriate.

#### Suspension of the account

In the event of non-payment, access to the Service will be immediately suspended for the User concerned. The User then has seven (7) days to rectify the situation. Moreover, if the User's access to the Services has been suspended as a result of late payment or non-payment, for any reason whatsoever, the full subscription fee shall remain due and the User will not be entitled to any refund in respect of the suspension period. If the Service is cancelled by Shadow as a result of non-payment (see Termination), the full fee must be paid to Shadow immediately, for the current period until the end of the Subscription Period.

#### Late payment fee

In the event of late payment, the User will be liable to pay a lump-sum late payment fee equal to five (5) US dollars if the second attempt to debit the account fails. If payment is not made after thirty (30) calendar days, the full sum due will bear an interest of 10% (ten percent) per annum, in addition to the lump sum payment. The interest will be charged for each fifteen (15) day-period until the amount owed has been paid in full. Each fifteen (15) day-period started must be paid in full. The User authorises Shadow to debit his or her bank card for the amount corresponding to the late payment fee and/or the interest, at the same time as payment of the subscription fee or by means of a separate payment, or to use any other means of payment chosen by the User to pay for his or her subscription fees.

#### Reimbursement

If the User is refunded by Shadow, the reimbursement will be made, where possible, using the same means of payment used by the User to pay for his or her subscription fees. If the means of payment used is no longer valid, the User must inform Shadow of this before the refund is made to this means of payment. In particular, if the User has changed bank branch, he or she must contact his or her former bank branch to ensure that the transfer has in fact been made to the new account or the funds have been deposited in a suspense account. The payment made by Shadow to the bank card or bank account provided by the User will release the Company from its commitment to the User.

## Change of subscription plan; Subscription to options

Shadow allows Users to subscribe to one or more options, or to change their subscription plan via their User Account.

Unless otherwise indicated by Shadow at the time of subscription to the options concerned, subscriptions to new options or changes in subscription plan requested by the User will take immediate effect (or within a reasonable time limit) and will be billed to the User on a pro rata basis, from the date the options or changes in subscription plan are activated, for a superior plan, until the end of the current Subscription Period. These options will be tacitly renewed in the same way as the main offer. For the terms on cancelling the options or changing to an inferior subscription plan, see Change of subscription plan; Cancellation of options.

The options will be billed on top of the main subscription offer.

## Change of subscription plan; Cancellation of options

Unless otherwise specified by Shadow on the occasion of the subscription to the options concerned, if the User would like to change to an inferior subscription plan or cancel one or more options, the change and/or cancellation will take effect on the first day after the end of his or her current Subscription Period, even if the User stops using the options before the current Subscription Period has ended. For example, if the Subscription Start Date is October 5 for a monthly subscription, and the User cancels the option on October 19, the change of plan or cancellation of the option will only take effect on November 5.

If the User has subscribed to the option of adding one or more Additional Disk(s), it is his or her responsibility to ensure that all his or her information has been retrieved, including his or her Data, from the Additional Disk(s) by the effective date of cancellation of the option, or more generally, the cancellation of the subscription to Shadow®. Shadow may immediately and permanently delete any data found on the Additional Disk(s) which is/are no longer subscribed

to by the User, from the effective date of cancellation of the option in question or the cancellation of the subscription to Shadow®.

## Shadow: Pre-orders

Orders or pre-ordered subscriptions to the Services, for instance Shadow® pre-orders are subject to special conditions.

“Pre-order basis” means that the Service purchased by the User is not yet available, or fully available, and therefore the time period for delivery of the Service to the User may be greater than usual.

When pre-ordering, the User will be informed of when the Service may be accessed. This is an estimate by Shadow, at the date of subscription, of when the Service will be available for the User in question.

Due to the nature of pre-ordering, which consists of subscribing to a Service or buying a product which is not yet available, or fully available, on the date of subscription, the User accepts the risk that the Service or product will only be available after the date initially indicated. Shadow will endeavour to meet the deadlines indicated, and to inform the User of any revised deadline in case of a delay. Shadow cannot guarantee, however, that a Service or a product offered on a pre-order basis will be available on a particular date.

In the same way as orders placed or subscriptions taken out without pre-ordering, the User will pay Shadow, at the time of subscription, an amount corresponding to the price of the subscription or of the price of all or part of the order. Likewise, and in the same way as subscriptions taken out without pre-ordering, the subscription term will then be calculated from the Subscription Start Date, and for the period agreed.

As an exception to the principle according to which subscriptions are firm subject to the sole legal withdrawal period, the User having subscribed to a subscription or an order by way of pre-order will be free to withdraw his pre-order until the date of dispatch of the order, the Subscription Start Date. In the event of withdrawal, all the sums paid at the time of subscription will be returned to him.

It is stipulated that Users who have pre-ordered Shadow® or have ordered a Service may, via their [User Account](#), change the delivery address, provided it has not been dispatched, until Shadow has informed the User that it has been dispatched and the delivery address can therefore no longer be changed.

## Referral Program

Shadow may offer Users certain benefits as part of its referral programmes.

Information on how these programmes operate is provided on the Websites.

The User agrees to participate in the referral program in good faith. Any abuse of the referral programs, defined at the discretion of Shadow, including self-referral or code spamming, will render the profits of referral programmes, of whatever nature, null and void.

## Software

Some Services enable the User to download Software. The Software may, for example, enable the User to access his or her Shadow® remote personal computer via Third-Party Terminals. This Software may be updated automatically.

The Software is licensed and not sold. Subject to compliance with these Conditions, Shadow grants the User a personal, limited, non-exclusive, non-transferable, non-sub-licensable and revocable Software licence, for private and non-commercial use worldwide, on compatible terminals belonging to the User only, for the sole purpose of enabling the User to access the Services. The Licence is granted to the User for the duration of the subscription period, and will be automatically cancelled at the end of the period, regardless of the reason for terminating the contract.

This user licence includes the right to install and use a copy of the Software on each device.

Shadow or the third-party holders of the rights shall reserve all Software rights which have not been expressly granted in these Conditions. The User is not authorised to (i) circumvent or avoid the technological protection measures included in or relating to the Software; (ii) disassemble, decompile, decrypt, illegally penetrate, copy, use or reconstruct the logic of the Software, unless expressly authorised by copyright regulation; (iii) separate the Software components to use them on different devices; (iv) publish, copy, transfer, rent, sell, export, import, distribute or lend the Software; (v) transfer the Software, Software licences or any other right to access or use the Software; (vi) make unauthorised use of the Software in a way that could interfere with the use of the Services by third parties; and (vii) attempt to do, or assist anyone in doing or attempting to do, any of the foregoing .



Shadow shall provide the User with a licence for any Software components offered under an Open Source licence. The terms of this licence may expressly prevail over some of these Conditions.

In addition, there may be specific licences for downloading and using the Software, which must be accepted to do so.

Users who wish to access their remote computer from a Third-Party Terminal are asked to check with Shadow that there is a Software which can be used to do so. Shadow plans to continue developing the Software required to access Shadow® from the largest number of Third-Party Terminals as possible, but cannot guarantee that there is a Software for each of them, or that a Software will remain available for a particular Third-Party Terminal or third party operating system.

## Peripherals

The Shadow® remote computer may be linked to most standard peripherals (printers, joysticks, etc.) subject to compliance with the terms of use of the operating system installed on the machine.

However, the User is asked to check with Shadow that his or her peripherals are compatible with the Service and Third-Party Terminals that he or she wishes to use. Shadow plans to make further IT developments which are necessary to ensure the Service is compatible with as many peripherals as possible, but cannot guarantee that it is compatible with all existing peripherals, and does not guarantee compatibility with any specific peripheral. The User agrees and acknowledges that incompatibility with peripherals does not allow the User to request a cancellation or a refund. In particular, the performance of some peripherals may be affected if the User's Internet connection, for example, his or her bandwidth, is not enough to ensure use under the best possible conditions.

In this regard, Users are encouraged to report any anomalies observed to Shadow, affecting the running of their peripherals, by sending a message to the Shadow Support Department, via the User Account.

## Servers

Shadow may use any hardware or service providers which it considers appropriate to ensure the functioning of the Services. The hardware and service providers used may, however, change over time. In particular, Shadow's aim is to replace the hardware used for the Services regularly, so that the Services continue to be competitive. Shadow is solely responsible for selecting the hardware and service providers that it uses to provide the Services, at its sole discretion. The User therefore understands and accepts that he or she may not make any complaint or demand with respect to Shadow's choice of hardware and service providers, except in cases where a change in the hardware and service providers results in the defective provision of the services subject to these Conditions.

Shadow may offer subscriptions and/or paying options that give access to different configurations, or set up optimised allocation mechanisms for server computing resources depending on use by Users. Thus, in the event that a User launches programs and applications from Shadow® that do not require the hardware resources to which they have subscribed, Shadow may use less performant resources, as long as the User's experience is not altered.

The User further acknowledge and agrees that, to ensure optimal allocation of its IT resources, Shadow® uses a remote computer automatic shut down and/or standby mechanism. In this respect, given that the User is warned in advance before Shadow® is shut down or put on standby, Shadow shall not be held liable for the resulting loss of data.

## Storage capacity

When they take out a subscription, Users are informed of the initial Shadow Cloud storage disk capacity which they are allocated as part of their subscription. This initial capacity composes their main storage disk (the "Main Disk").

Shadow may offer Users different subscription options or a paying options system so that they can enjoy a greater hard disk capacity, which can include the addition of additional capacity via one or more additional storage disk(s) (The "Additional Disk(s)").

## Operating System

Unless indicated otherwise, the Windows Home operating system (OS) is used for the Shadow® Service.

Therefore, by subscribing to the Shadow® Service, the User expressly authorises Shadow to purchase a Windows licence ("the Licence") in his or her name and on his or her behalf. The User will be the sole holder of this Licence throughout the Subscription Period. It is understood that

the User shall use the Licence on his or her Shadow® remote personal computer only, in accordance with the Licence terms of use, and shall return the Licence to Shadow for its original price, if the subscription is ended for any reason whatsoever, subject to Microsoft's terms of use for the Licence. The Licence will be automatically transferred at the time of cancellation, without any other formality being necessary.

Given that the Licence is purchased on behalf of the User, Shadow will have an interest-free claim on the User, throughout his or her subscription period, equal to the price paid by Shadow on behalf of the User for the purchase of the Licence. This claim will not be due during the subscription period, and will be offset, without any formality being necessary, by the price owed by Shadow for the return of the Licence at the end of the subscription.

Once the Licence has been transferred, at the same time the claim is offset, the User will no longer be the Licence holder, and will have settled the debt to Shadow for the purchase of the Licence when the Service subscription was taken out.

The User expressly and irrevocably accepts these conditions and the principle of this contractual offsetting, which are an integral part of the Conditions, and without which Shadow would not have offered the Services under the same conditions.

It is understood that, instead of the above arrangement, Shadow may provide the User, free of charge, with a Licence, of which Shadow is the holder, for the subscription term, and for exclusive use on the Shadow® remote computer.

In any case, by taking out a subscription to Shadow®, the User shall not acquire any right of use over his or her remote computer operating system continuing after the subscription has been cancelled.

## Internet Access

Access to the Services, from Third-Party Terminals, means that the User has a working Internet connection. This connection is not included in the Services offered by Shadow and its organisation and costs are the User's responsibility. The quality of the Services also depends on the quality of this connection (for example, in terms of stability, speed, bandwidth, response time, etc.).

The User is responsible for ensuring the quality of his or her Internet connection before subscribing to the Services. In particular, the User is informed that Shadow® has been optimised for very high-speed connections (via a fibre optic or coaxial cable connection) when

using the Services to play video games. ADSL or lower quality connections may not enable optimal use and/or performance of the Services.

Shadow cannot be held liable for interruptions or alterations to its Services as a result of interruptions or alterations to the User's Internet access. No compensation will be granted to the User if his or her access to the Services has been interrupted or altered as a result of an Internet access problem.

The User is also informed that using the Services is likely to result in the transfer of large quantities of data. Shadow shall not incur the additional costs which the User may be billed for the transfer of these data.

Lastly, the User is informed and acknowledges that for optimal functioning of the Services, it is strongly recommended to connect the Third-Party Terminals to a local Internet service using an Ethernet cable, rather than using WiFi or mobile Internet connections. The use of power-line communications (PLC) devices is not recommended.

## Access to Services

Shadow® may be accessed via the Software provided by Shadow and installed on the Third-Party Terminals. Shadow does not guarantee that a Software for a specific third-party operating system will remain available at all time during the Subscription Period.

## Right of withdrawal; Cancellation

The User's purchase of the Services, and agreement to pay for the Services throughout the Subscription Period shall be firm and final from the subscription date. Unless expressly stated otherwise during the subscription to the Services, the User is not entitled to any cancellation or withdrawal right.

## Username and personal passwords

To access the Services, Users are required to create a personal account, which involves submitting personal information and data and creating or using personal login details ("the User Account"). A User can only have one User Account, and a User Account can only belong to one User (a single user may, however, take out a subscription for access to several Shadow® remote computers if Shadow enables such possibility).

To create his or her User Account and access the Services, the User agrees, represents and warrants to provide accurate, current and complete information, and to update it if it changes. If the User provides inaccurate, obsolete or incomplete registration data, Shadow reserves the right to suspend or cancel his or her User Account, without prior notice, and to deny forthwith the User further access to all or part of the Services, without reimbursing previous amounts paid by the User. The User shall maintain a valid e-mail address that may be used for communication between Shadow and the User, while using the Services.

The User is solely responsible for looking after and using his or her login details for the Services, as provided by Shadow or chosen by the User. He or she undertakes to keep these details confidential and not to disclose them to third parties in any way whatsoever. The User shall be liable if the Services are accessed by third-parties using his or her login details.

In the event of loss or theft, or more generally, misuse of the login details by third parties, the User will inform Shadow immediately, by sending a message to Shadow's Support Department, via the User Account, stating his or her first name and last name and providing proof of identity, if required.

## Code of Conduct

The good working of the Services, including open posting areas, such as forums and help centers, implies and requires that the User will use them in a reasonable and responsible way. In particular, the right to access a Shadow® remote computer provided by Shadow as part of its Services is a right reserved exclusively to the User, for his or personal and private use, excluding, in particular, any commercial and/or business activity or purpose.

The User is also prohibited from misusing the Services, or helping a third party to do so. In particular, but without limiting the foregoing, when using the Services, the User is prohibited from:

- advocating or perpetrating illegal activities of any kind, including any activities which would violate local, state, national, federal or international laws, rules and regulations;
- creating, uploading, linking or sharing fraudulent, defamatory or misleading content, or intending to incite crimes and offences, racial hate or suicide, justify crimes against humanity, or containing child pornography, or any other content of a violent or pornographic nature where the content could be accessed by minors;
- infringing any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, or using the Services to share copyrighted material that you do not own or have permission to share or distribute;
- disseminating any harassing, slanderous, defamatory, sexually explicit, libelous, racist, indecent, abusive, violent, threatening, intimidating, harmful, vulgar, obscene, offensive

or otherwise objectionable material of any kind or nature, or infringing the personal privacy or rights of third parties;

- hacking or attempting to hack into third-party computer systems, hosting botnet-type aggressive services, spreading, posting, distributing or otherwise making available or transmitting viruses, worms, spyware, time bombs, trojan horse,s, malwares, ransomwares, attacks (such as DDos, DoS, scanning, spamming, brute force, etc.), other harmful or destructive component, or other computer programmes with the purpose or effect of restricting, harming or altering the proper functioning of all the hardware or computer programmes;
- probing, scanning or testing the vulnerability of any computer system or any network (for example, by carrying out "pentesting" tests), unless this is done in accordance with a vulnerability search and detection of faults programme (known as "Bug Bounty") expressly authorised by Shadow;
- violating, bypassing, or forcing, in any way, any security or authentication measure;
- accessing, using or modifying non-public areas or parts, or shared areas or parts, of any computer system or network, or of any service, including the Services, which the User is not invited to access;
- disrupting or interrupting the access of a third party or of another User, of a host or a network including, among other ways, by the sending of a virus, by overloading, by data flooding, by sending spam, or by sending a large number of emails or requests, to any part of the Services or any part of the services of third parties;
- consulting or attempting to consult the accounts giving access to Services other than that of the User, performing actions there or creating them by a means other than our public interfaces made available for this purpose (for example, creation of accounts en masse or implementation of the techniques known as "scraping");
- mining cryptocurrencies or using Shadow's® computing power to break encryption keys;
- sending unwanted messages, promotions or advertising, or spam, or modified, misleading or false source identification information, including by spoofing or techniques known as phishing techniques, and in general, taking the identity of any other person whatsoever;
- reselling the Services, in any form whatsoever, or more generally, without the prior authorisation of Shadow, using the remote computer provided by Shadow for business or commercial services or purposes, or even in such a way that the purpose or effect is to make all or part of the Services available to third parties, in return for payment or free of charge; or even using Shadow® as a server or with Software that has the function of a server;
- hampering or attempting to hamper, in any way whatsoever, the proper functioning of the Services, and in particular, disabling, altering, infringing or circumventing, or attempting to disable, alter, or circumvent, in any form whatsoever, any device or feature of the Services, in particular any security or authentication feature, access restriction, storage limit, or any standby or shut down mechanism, or providing Shadow with false or inaccurate information, or accessing, modifying or using non-public areas of the Services or common areas of the Services which you are asked not to access;
- printing, copying or reverse engineering any code or Shadow hardware, including any Software, or more generally, taking any action that could be harmful to Shadow;

- probing, analysing or testing the vulnerability of any system or network;
- deleting from the Service or the Software any legal notices, disclaimers, or proprietary notices such as copyright or trademark notices, or using or modifying any logo or other content of the Websites without Shadow's prior written consent.

It is understood that the above list is not exhaustive. The applicable laws and regulations can be understood, notably, as those applicable to the geographic location of the servers, those applicable to the geographic location of the User when he or she makes use of the Services, as well as those of the country in which the User has subscribed to the Services.

Shadow reserves, in particular, the right to suspend or cancel all use of the Services that could hamper the proper functioning of Shadow computer hardware or the general functioning of the Services, or in the event of use of the Services contrary to the Code of Conduct.

Furthermore, Shadow reserves the right to review the User conduct and content for compliance with these Conditions, and to suspend the User access to the Services and/or cancel his or her subscription, or take such other action as Shadow may in its sole discretion deem appropriate, in the event that Shadow has reason to believe that the User has violated these Conditions.

Shadow also reserves the right to monitor, amend and/or remove any content posted on the Websites and on open posting areas such as forums or the help centre. However, under no circumstances shall Shadow be liable for content posted by the Users and is under no obligation to monitor, amend and/or remove the content. Shadow reserves the right not to publish, amend or remove the content for any reason whatsoever. Furthermore, if Shadow accepts to publish, amend or remove the content, it shall not be held liable for setbacks and/or delays in this procedure. If the User publishes content on open posting areas, he or she grants Shadow a free, transferable, sub-licensable licence to use, reproduce, modify, adapt, publish, translate, create a derivative work, distribute and display this content worldwide, for a period of ten (10) years.

## Third-Party Services and Applications

The Services may include third-party software, applications, websites and services which are offered, controlled or operated by third-parties unaffiliated with Shadow ("the Third-Party Applications"), or entitle the User to purchase or subscribe to Third-Party Applications. These Third-Party Applications may have their own general conditions of use and confidentiality policies governing their use, which the User may be required to accept in order to access and/or use the relevant Third-Party Applications. Shadow will under no circumstances be liable for these Third-Party Applications, or goods or services that the User may acquire or subscribe to using his or her remote computer, and disclaim all liability which may arise out of or in connection with, any Third-Party Applications.

## User's data and content

To use the Services, the User is required to send certain files, content, e-mails, contacts, etc. (hereinafter "the Data") to Shadow or the servers operated by or on behalf of Shadow. These Data belong to the User and in no way to Shadow. In accordance with these Conditions, the User grants Shadow the rights to use these Data to the extent required for the proper functioning of the Services subscribed to by the User. With the exception of these limited rights of use, these Conditions do not grant Shadow any other right to the Data.

The limited rights granted to Shadow include, in particular, the right to host, save and share the Data, for the normal functioning of the User's remote computer, and to analyse the Data for encoding, decoding and transmission purposes.

The User acknowledges and agrees that Shadow may remove User Data from the Services if the User is in violation of these Conditions or if we cancel, terminate or suspend the Services. Shadow is not liable for deletion of User Data, or accidental loss of User Data. We strongly advise users to back up their Data to other locations.

Some Services may allow the User to share his or her Data with third parties. The User is solely liable for sharing his or her Data. In this respect, Shadow would ask the User to take great care when choosing the Data which he or she chooses to share, and the individuals with which the Data are shared.

The User is responsible for taking all necessary measures to back up and protect his or her Data, in particular against viruses circulating on the Internet. It is also the responsibility of the User to perform regular backups of his or her data, including the Data, on a medium outside of the Services and by all means at the User's convenience (for example, with the help of an external storage drive or a storage service in the cloud).

If the User's subscription is cancelled, Shadow will permanently delete the information, including the User's Data, which may no longer be accessed by the User on the effective date of termination. It is the responsibility of the User to ensure that on the date the termination of the User's subscription takes effect, he or she has recovered all of his or her data, including his or her Data.



## Personal data

In addition to the Data saved on the User's remote computer, Shadow is required to collect certain personal data on the User.

The processing of the User's personal data by Shadow is indicated in our Privacy Policy on the Websites. By his or her acceptance of these Conditions, the User also adheres to the Privacy Policy in all its provisions.

The personal data that the User sends to/via his or her Shadow® remote computer is his or her sole responsibility. The User is the custodian of these data and is solely responsible for the processing of said data. The User alone decides which data he or she sends to his or her remote computer, and what is done with the data once transferred to the computer. For example, the User will be solely liable for transferring personal data to his or her Shadow® remote computer and using it on third-party websites, software or applications, with the exception of third parties to which the User has communicated the information. Under no circumstances may Shadow be held liable, or be deemed responsible for processing such data, or be considered having sent the data outside the European Union.

## Availability of the Service

Shadow shall endeavour to ensure continued access to the Services. Shadow may, however, suspend access to all or part of the Services from time to time, for example, for maintenance purposes or updates, and for any reasons intended to improve the Services provided to the User.

Except in cases justified on the grounds of urgency or force majeure, Shadow shall warn the User of the suspension of the Services, on its Website or by any other appropriate means.

In case of the total interruption of the Services for more than 24 hours, the User may be refunded by Shadow the part of the subscription calculated on a pro rata basis for the period the Services were unavailable, unless the interruption is a result of force majeure, an unforeseeable or unavoidable act of a third party, or the User's fault. Furthermore, due to the nature of the Internet, the User acknowledges and accepts that Shadow cannot be held liable for any interruptions or alterations to access to the Services that may be caused by the Internet, or the means of connection used by User.

## Websites User Licence

Shadow grants the User, subject to compliance with these Conditions, a limited, non-exclusive, non-transferable, non-sub-licensable and revocable licence for non-commercial, personal, private access, browsing and use of the Websites.

Shadow grants the User a non-exclusive and revocable right to create hyperlinks to the home page of the Websites, provided that they do not portray Shadow or its Services in a misleading, derogatory or offensive way, or more generally, provided that they do not affect Shadow in any way whatsoever.

The reproduction of any documents published on the Websites is only permitted for information purposes, and for personal and private use only. Any commercial use of the documents is strictly prohibited.

## Intellectual Property

All intellectual property associated with the Services and the Software (jointly referred to as "the Intellectual Property Assets") constitute intellectual works protected by the provisions of international intellectual property law, worldwide.

The Intellectual Property Assets and all their components (such as copyrights, trademarks, service marks, logos, photographs, publications, texts, documents, descriptions, slogans, domain names, patents, know-how, software, source code, applications, user interfaces, databases, drawings, designs and models, designs, works, images, graphs, illustrations, digital downloads, animated and audio sequences or otherwise, along with all the intellectual works integrated into the Intellectual Property Assets) are the exclusive property of Shadow, its affiliates or the third parties having allowed Shadow to use them. The components, together or separately, are protected by national and international property law, worldwide. The trademarks on the Intellectual Property Assets may be registered trademarks.

The User acknowledges that by purchasing the Services, he or she is not acquiring any right in or title to the Intellectual Property Assets. Except as specifically permitted herein, no portion of the Intellectual Property Assets may be used or reproduced in any form, or by any means. All intellectual property rights not expressly granted in these Terms are reserved to Shadow, its affiliates, or the third parties having allowed Shadow to use them.

## Termination and suspension

### Termination at Shadow's initiative

Shadow reserves the right to automatically suspend the Services, without providing notice, in the event of a breach by the User of his or her legal obligations or these Conditions, and in particular in the event of violation of the [Code of Conduct](#). Shadow also reserves the right to suspend the Services in the case of late payment.

Once the Service has been suspended and after formal notice has been sent to the User by e-mail and no response has been received within seven (7) days, Shadow is entitled to cancel the User's subscription by e-mail.

By exception, in the event of a serious breach by the User of his or her legal obligations or these Conditions, in particular in the case of a serious breach of the Code of Conduct, Shadow reserves the right to terminate the Services as of right and without notice. The seriousness of the breach is determined by Shadow at its sole discretion, and in particular may arise from the repetition of the breach, the number of breaches, the effect of the breach on the proper functioning of Shadow computer hardware or the general functioning of the Services, or even the responsibility borne by Shadow due to the User's breach.

In the case of termination at the initiative of Shadow following late payment, or a breach by the User of his or her legal obligations or these Conditions, and in particular the Code of Conduct, the User will be liable to pay Shadow, on the date of cancellation, all the fees owed for the remaining period of the current Subscription Period, if applicable. This amount may be collected by Shadow using the same means of payment used to pay the subscription bills, or by any other means.

### Termination at the User's initiative

The User may end his or her subscription to the Services at any time, by any means provided to the User for this purpose, notably in his or her User Account or by a message sent to the Support Department. In this case, the Service and the corresponding payments will continue until the last day of the then-current Subscription Period (for the sake of clarity, where the User has purchased a subscription with commitment, the termination will only be effective at the end of the committed period; e.g. if a User choose a 12 months commitment, he or she may send a termination notice at any time but will still be required to pay the full amount for the entire duration of the 12 months), and will stop immediately once this period has elapsed, subject to, where applicable, the period offered to the User to download data saved on the Main Disk of his

or her remote computer, including his or her Data. The User acknowledges that the termination of his or her subscription will result in the loss of his or her Data. Thus, unless an imperative statutory provision provides otherwise, Shadow will not make any refund due to the termination of the Services.

To identify and authenticate terminations received, all termination requests must state the User's name(s), surname(s) and user name if applicable.

#### Termination consequences

In the event of termination at the initiative of Shadow for breach of the Code of Conduct or for late payment, the data saved on all the storage disks of the remote computer (Main Disk and Additional Disk(s) if applicable), including the Data, will be completely deleted without delay.

The User acknowledges that the termination of the Service will lead to the irreversible loss of the entirety of the User's data saved on the Main Disk and on the Additional Disk(s) of his or her remote computer, including his or her Data.

Furthermore, unless otherwise indicated at the time of subscription to an option, any termination of the Services will lead to the User losing the benefit of the options he or she had subscribed to in relation with the terminated Services and which will therefore be terminated on the same date as the main subscription.

To the extent that the User were to take out a subscription to the Services again, even in the case where he or she were to take out the new subscription from the same User Account, he or she would not be able to benefit from the restoration of his or her data, and would have access to a blank machine. Also, the User will not have the right to subscribe to the options which he or she previously had access to if they are not, or are no longer marketed.

## Provision of Services; Territories

The Services are available in the countries or US states mentioned on the Websites only.

The Shadow® remote computer may be accessed worldwide, provided the User has access to a Third-Party Terminal connected to the Internet. However, the distance between the User and the Shadow data centres, where the servers are located, could affect the quality of the Services, as a result of the additional time required to send the data between the User's terminals and the server.

If the User lives outside a country or a US state where Shadow® is officially sold, Shadow reserves the right to automatically suspend or cancel the User's subscription.

## Copyright

Shadow respects the intellectual property of others and ask its Users to do the same.

If the User believes that any content made available on or through our Services has been used or exploited in a manner that infringes an intellectual property right he or she owns or controls, then the User should promptly send a DMCA Notice to the designated agent identified below:

Shadow Legal Department

abuse@Shadow-group.com

Shadow Global Corporation – 67 E Evelyn Avenue – Mountain View, CA 94041

Shadow reserves the right to delete or disable any content alleged to be infringing, and/or terminate the subscription of repeat infringers.

## Disclaimer; Liability; Indemnification

THE USER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, TO THE EXTENT PERMITTED BY LAW.

TO THE FULLEST EXTENT PERMITTED BY LAW, (A) SHADOW US MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES ; (B) SHADOW US DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; AND (C) EXCEPT FOR ANY LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION OR GROSS NEGLIGENCE, IN NO EVENT SHALL SHADOW US OR ITS AFFILIATES BE LIABLE TO THE USER OR ANY THIRD-PARTY FOR (1) ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR (2) ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, OR PROFITS, OR THE LOSS OF USER DATA OR CONTENT, OR (3) ANY DAMAGE TO USER'S HARDWARE OR SOFTWARE, EVEN, IN EACH CASE, IN CIRCUMSTANCES WHERE SHADOW US WAS WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW, SHADOW US AND ITS AFFILIATES' LIABILITY FOR ALL CLAIMS RELATING TO ANY SERVICE WILL BE CAPPED AT THE HIGHER OF \$100 OR THE AMOUNTS PAID BY THE USER TO SHADOW US FOR THE SERVICE CONCERNED, DURING THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

FINALLY, THE USER WILL DEFEND, INDEMNIFY AND HOLD SHADOW US, ITS AFFILIATES, AND ITS AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES HARMLESS FROM ANY CLAIM, COST, LIABILITY, LOSS OR SETTLEMENT INCURRED IN CONNECTION WITH A THIRD-PARTY CLAIM ARISING OUT OF OR IN CONNECTION WITH A VIOLATION BY THE USER OF ANY OF THESE CONDITIONS.

## Force Majeure

Shadow shall not be held liable for failure to fulfil its obligations in the event of Force Majeure, which is defined as any unforeseeable and unavoidable event that is beyond the Parties' control, in particular, wars, riots, transport and telecommunication network interruptions, social conflicts, natural disasters, laws or regulations imposing restrictions on these Conditions, malicious acts, cases regularly cited by case law, and acts of God, making the normal performance of these Conditions impossible.

If, following a case of Force Majeure, Shadow is required to interrupt its services, the performance of these Conditions will be suspended for the time Shadow is unable to fulfil its obligations.

## Amendment of the Conditions

Shadow may be required to, or may, in its sole discretion, amend these Conditions from time to time.

If these Conditions are amended in order to reflect (a) legislative changes, (b) regulatory requirements, or (c) material changes made to the Services that do not negatively impact on the User's rights or the Services to which he or she has subscribed, the amendments made by Shadow will take effect on the date indicated on the notice relating to these changes, at the earliest thirty (30) days after said notification, except if such amendments are made to reflect legislative changes or regulatory requirements. In such cases, the modifications may take effect immediately.

If the amendments to these Conditions are made in order to reflect material changes in the Services impacting negatively on the User's rights or the Services to which he or she has subscribed, the User will be notified of such changes and may be asked to accept the amended Conditions. Should the User refuse the amended Conditions, the User will be free to terminate his or her subscription for a period of thirty (30) days following the notification on these changes, this termination taking effect at the next date the current monthly Subscription Period comes to term. If the User has not terminated his or her subscription in a period of thirty (30) days

following the receipt of the notification, the absence of termination will constitute the User's acknowledgement and acceptance of the amended Conditions, which will take effect on the date indicated on the notification on these changes, and at the earliest thirty (30) days after said notification.

The User may not modify these Conditions, the Privacy Policy, the Cookies Charter, or any other terms and conditions or policy he or she is subject to, by making any typed, handwritten, or any other changes to it, for any purpose.

## Communication; Notice

Unless otherwise stated in these Conditions, the User is asked to contact Shadow by sending a message to the Shadow Support Department, via the User Account.

Shadow may contact the User by any useful means, and for example, by e-mail or SMS sent to the contact details provided by the User in his or her [User Account](#), by the User's Shadow® remote computer or by the Websites.

## Miscellaneous

These Conditions constitute the entire agreement between the User and Shadow with respect to the subject matter of these Conditions, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Conditions.

These Conditions create no third-party beneficiary rights.

Any forbearance, facility or waiver of the terms and conditions set forth in these Conditions, regardless of the frequency and duration, shall in no way be construed as an amendment or deletion of the terms, or granting of a right, as either Party may cancel it at any time. In particular, Shadow's failure to enforce a provision of these Conditions shall not be deemed a waiver of its right to do so in the future.

If one or more of the provisions of these Conditions is held as invalid or declared void in accordance with a law, regulation or following the final decision of a competent court, this shall not affect the force and scope of the other provisions.

In any case, the Parties agree to replace the term declared null and void with one that is as close as possible in content to the term initially adopted and the will of the Parties.

In the event of difference between the interpretation of one of the titles and provisions of the titles that it represents, they will be declared non-existent.

The User may not assign any of his or her rights under these Conditions, and any such attempt will be void. Shadow may assign its rights to any of its affiliates, or to any successor in interest of any business associated with the Services.

## Applicable law; Disputes

These Conditions are governed by California law, except for its conflicts of laws principles, unless otherwise required by a mandatory law of any other jurisdiction.

The Parties shall endeavour to settle any disputes regarding the interpretation or execution of these Conditions amicably before submitting the case to the competent courts.

To that effect, before filing a claim against Shadow, the User agrees to try to resolve the dispute informally by sending a message to the Shadow Support Department, via the User Account. The Parties will try to resolve the dispute informally. If a dispute is not resolved within fifteen days of submission, the User or Shadow may bring a formal proceeding.

Any judicial proceeding to resolve claims relating to these Conditions or the Services shall be brought in the federal or state courts of San Francisco County, California, subject to the mandatory arbitration provisions below. Both the User and Shadow consent to venue and personal jurisdiction in such courts.

The Conditions have been drawn up in English. If there is a translation, the English version will be deemed valid for contractual purposes.

## Mandatory Arbitration

Shadow and the User agree to resolve any claims relating to these Conditions or the Services through final and binding arbitration by a single arbitrator.

The User can decline this agreement to arbitrate by submitting an opt-out form within 30 days of first registering your account. The opt out form can be obtained at no charge from Shadow by sending a message to Shadow's Support Department. However, if the User agreed to a previous version of these Conditions that him or her to opt out of arbitration, his or her previous choice to opt out or not opt out remains binding.



The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where the User lives or works, San Francisco (CA), or any other location Shadow agrees to. The AAA rules will govern payment of all arbitration fees.

Notwithstanding the foregoing, either the User or Shadow may assert claims in small claims court in San Francisco (CA) or any United States county where the User lives or works. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, violation of these Conditions, or intellectual property infringement without first engaging in arbitration or the informal dispute-resolution process described above. If the agreement to arbitrate is found not to apply to the User or his or her claim, the User agrees to the exclusive jurisdiction of the state and federal courts in San Francisco County, California, to resolve the User claim.

The User may only resolve disputes with Shadow on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are NOT allowed. If this specific paragraph is held unenforceable, then the entirety of this "Mandatory Arbitration Provisions" section will be deemed void.