

## GENERAL CONDITIONS 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, –simplified joint stock company (*société par actions simplifiée*) whose address is indicated on the legal notices page, registered with the Corporate Trade Register of Paris under number 813 865 870 – in particular, access to Shadow®, a service which provides subscription access to a remote personal computer, and use of the website [shadow.tech](https://shadow.tech), , and all other SHADOW websites ("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.

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 minimum age required to use Shadow is 15 years. Any minor over the age of 15 must have the permission of their parent or legal guardian to use Shadow and agree to the terms.

## Documentation required to subscribe to the Services

To take out a subscription, SHADOW may ask the User to provide a copy of his or her valid identification 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 that SHADOW has developed software for (jointly referred to as "the Software").

Technically, 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 User may be offered several subscription periods for accessing a Shadow® remote computer.

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").

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

If 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, 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.

Article L215-1 of the Consumer Code:

*"For the contracts for the provision of services concluded for a fixed term with a clause of tacit renewal, the professional service provider shall inform the consumer in writing, by a dedicated named letter or email, not earlier than three months and no later than one month before the end of the period authorising the rejection of the renewal, of the possibility not to renew the contract it has concluded with a clause of tacit renewal. This information, issued in clear and understandable terms, clearly mentions in a box, the non-renewal deadline.*

*When this information has not been sent to him or her in accordance with the provisions of the first subparagraph, the consumer can freely put a term in the contract at any time from the date of renewal.*

*The advances made after the date of the last renewal or, in the case of contracts of indefinite duration, after the date of processing of the initial contract of fixed duration, are, in this case, reimbursed within a period of thirty days from the date of termination, after deduction of the sums corresponding, up to the latter, to the execution of the contract.*

*The provisions of this Article shall apply without prejudice to those who legally submit certain contracts to specific rules as regards informing the consumer".*

Original french article (Article L215-1 du Code de la consommation):

*« Pour les contrats de prestations de services conclus pour une durée déterminée avec une clause de reconduction tacite, le professionnel prestataire de services informe le consommateur par écrit, par lettre nominative ou courrier électronique dédiés, au plus tôt trois mois et au plus tard un mois avant le terme de la période autorisant le rejet de la reconduction, de la possibilité de ne pas reconduire le contrat qu'il a conclu avec une clause de reconduction tacite. Cette information, délivrée dans des termes clairs et compréhensibles, mentionne, dans un encadré apparent, la date limite de non-reconduction.*

*Lorsque cette information ne lui a pas été adressée conformément aux dispositions du premier alinéa, le consommateur peut mettre gratuitement un terme au contrat, à tout moment à compter de la date de reconduction.*

*Les avances effectuées après la dernière date de reconduction ou, s'agissant des contrats à durée indéterminée, après la date de transformation du contrat initial à durée déterminée, sont dans ce cas remboursées dans un délai de trente jours à compter de la date de résiliation, déduction faite des sommes correspondant, jusqu'à celle-ci, à l'exécution du contrat.*

*Les dispositions du présent article s'appliquent sans préjudice de celles qui soumettent légalement certains contrats à des règles particulières en ce qui concerne l'information du consommateur. »*

Article L215-3 of the Consumer Code:

*"The provisions of this chapter are also applicable to contracts concluded between professionals and non-professionals".*

Original french article (Article L215-3 du Code de la consommation):

*« Les dispositions du présent chapitre sont également applicables aux contrats conclus entre des professionnels et des non-professionnels. »*

Article L241-3 of the Consumer Code:

*"When the professional has not carried out reimbursement in accordance with the conditions laid down in Article L.215-1, the sums due are productive of interest at the legal rate".*

Original french article (*Article L241-3 du Code de la consommation*):

*« Lorsque le professionnel n'a pas procédé au remboursement dans les conditions prévues à l'article [L.215-1](#), les sommes dues sont productives d'intérêts au taux légal. »*

## 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. 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 the User has not agreed to the new price conditions by the date they take effect, his or her contract will be automatically cancelled at the end of the current Subscription Period on the date the new conditions take effect.

## 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 authorization 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 authorizes SHADOW to debit his or her bank card for the amount corresponding to the price of the Service subscribed. 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 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.

### **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. 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) euros, or the equivalent amount in the currency of the country of invoice, 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 a monthly interest at the latest three-month LIBOR plus 4 basis points rates, in addition to the lump sum payment. The late payment fee 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 authorizes SHADOW to debit his or her bank card for the amount corresponding to the late payment fee, 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 5 October for a monthly subscription, and the User cancels the option on 19 October, the change of plan or cancellation of the option will only take effect on 5 November.

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.

The aim of pre-ordering is to ensure that priority is given to Users who have pre-ordered access to the Service over those who have not. It is special arrangement under which the User agrees to wait a longer period than usual between taking out the subscription and accessing the Service, in exchange for special access to the Service once it is available.

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 which is still being developed by SHADOW on the date of subscription, the User accepts the risk that the Service 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.

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 by which subscriptions are firm, subject to the legal cancellation period only, Users who have taken out a pre-ordered subscription or placed an order will be free to cancel their pre-order until the date of sending the order or the Subscription Start Date. In the event of cancellation, any amounts paid at the time of subscription will be refunded.

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 programs.

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

Any abuse of the referral programs, defined at the discretion of SHADOW, including self-referral, will render the profits of referral programs, 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 licenced 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 authorized 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 authorized 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; and (vi) make unauthorized use of the Software in a way that could interfere with the use of the Services by third parties.

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.



## 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. 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 asked 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 it can continue to offer users access to the best possible remote computer, at the best price. SHADOW is solely responsible for selecting the hardware and service providers that it uses to provide the Services. 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 optimized allocation mechanisms for server computing resources depending on use by Users.

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 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 both the 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 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 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. 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 third-party terminals.

The User can decide by which means he or she wishes to access Shadow® when subscribing to the Services by choosing the most appropriate plan.

## Right of withdrawal

In accordance with applicable law, the User expressly waives his/her right of withdrawal when subscribing to the Service.

As SHADOW is a digital content not supplied on a physical medium, the Service benefits from the partial exclusions of the waiver of the right of withdrawal.

## Usernames 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).

To create his or her User Account and access the Services, the User agrees 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 centres, implies 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 business activity.

The User is also prohibited from misusing the Services, or helping a third party to do so. In particular, when using the Services, the User is prohibited from:

- violating any law or regulation applicable, in any form whatsoever, for example, by storing, publishing 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 even any content of a violent or pornographic nature where the content could be accessed by minors;
- infringing the personal privacy or rights of third parties, for example, by propagating data, images or sounds that could be defamatory, offensive, derogatory or that could infringe personal privacy, right of personal portrayal, principles of morality or public order, or by spreading tangible and intangible goods protected by an intellectual, literary, artistic or industrial property right which may be a counterfeit;
- hacking or attempting to hack into third-party computer systems, hosting botnet-type aggressive services, spreading viruses, worms, spyware, time bombs, attacks (such as DDos, DoS, scanning, spamming, brute force, etc.) 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 services, 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 Software, or more generally, taking any action that could be harmful to SHADOW;
- probing, analysing or testing the vulnerability of any system or network.

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.

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 ("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. 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.

## 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 SHADOW. In accordance with these Conditions, the User

grants SHADOW the rights to use these Data, 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.

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 day the cancellation takes effect. 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. As an exception, however, SHADOW may suspend access to all or part of the Services, 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 subscription calculated on a pro rata basis for the period the Services are 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

The Websites and the Software (jointly referred to as "the Intellectual Property Assets") constitute intellectual works protected by the provisions of French and international intellectual property law, worldwide.

The Intellectual Property Assets and all their components (such as trademarks, 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 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 are registered trademarks.

It is stipulated that the use granted to the User under these conditions does not imply or include, expressly or implicitly, the transfer of any intellectual property rights to the components used. All the rights shall remain the exclusive property of SHADOW or the third party having allowed

SHADOW to use them, unless otherwise stipulated in a special, separate, clear agreement in writing.

## Termination and suspension

### Termination at SHADOW's initiative

SHADOW reserves the right to automatically suspend the Services and 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 also 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 current Subscription Period, 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. 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.



## 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 notes 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

The Services are available in the countries 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 where Shadow® is officially sold, SHADOW shall not be liable for the proper functioning of Shadow®. Furthermore, SHADOW reserves the right to automatically suspend or cancel the User's subscription.

## Liability

SHADOW is fully liable for the proper execution of its contractual obligations. SHADOW shall ensure the availability, security and integrity of the Services to the best of its ability. The User, however, acknowledges that SHADOW's liability in terms of availability, security and integrity of the Services is understood as a best efforts obligation.

Aside from the legal guarantees and duties arising under applicable law, from which the User benefits, the Services are provided "as are", "with all their imperfections", "as available" and with no guarantee as to their proper functioning or adequacy to the User's needs, even if the User has communicated his or her needs to SHADOW before accepting the Conditions.

The User acknowledges and accepts that the computer and telecommunication systems are not free from defects and that the Services may be occasionally interrupted. SHADOW does not guarantee that the Services will be continuous, regular, secure and free from errors.

Therefore, unless there is a statutory legal provision to the contrary, SHADOW shall not be held liable for (a) any indirect, special, additional or punitive damage, or (b) loss of use, loss of data, interruption of activity or loss of earnings. It is the User's responsibility 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).

SHADOW shall not be held liable for the failure to perform or improper performance of its obligations attributable, either to the User (as a result of use which does not comply with the instructions provided by SHADOW or these Conditions), or an unforeseeable and unavoidable act of a third party (including any SHADOW contractor), or to a case of Force Majeure.

Therefore, neither SHADOW nor the User shall be held liable, or deemed not to have fulfilled their obligations, if late performance or non-performance is linked to a case of Force Majeure or unforeseeable circumstances recognised by case law.

Due to the nature of the Internet, the User acknowledges and accepts that SHADOW shall not 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.

In addition, if the User, in contravention of these Conditions, is not a consumer, but uses the Services for professional purposes, SHADOW's liability may not be more than the amount of the payments made for the Subscription period or the last two months in the case of a monthly subscription. In addition, SHADOW shall not be held liable for any damage, of any nature whatsoever, resulting from a professional activity: loss of business, loss of data, loss of earnings or any other indirect loss or which was not foreseen at the time of use of the Websites or subscription to the Services by the User.

It is recalled that the User is solely liable for any use of his or her User Account and secure access to the Websites and his or her Shadow® remote computer. The User alone is responsible for installing the Services, including the corresponding hardware. He or she is solely liable for any damage incurred by SHADOW or third parties as a result of his or her use of the Services. It is the User's responsibility to take the necessary measures to protect his or her data and/or software from any viruses or worms on the Internet or Internet piracy and to make regular backups.

Since SHADOW does not control the nature of the content or activity of the User, and in particular the legality of the content, the User is solely responsible for the use of his or her remote computer and the content and information saved on his or her Shadow® computer. SHADOW shall, under no circumstances, be held liable for the User's activities or content and information.

## 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, and cases regularly cited by case law, 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 amend these Conditions.

If these Conditions are amended in order to reflect (a) legislative changes, (b) regulatory requirements, or (c) 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.

If the amendments to these Conditions are made in order to reflect changes in the Services impacting negatively on the User's rights or the Services to which he or she has subscribed, the User 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 amended Conditions will take effect on the date indicated on the notification on these changes, and at the earliest thirty (30) days after said notification.

## Communication

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

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.

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.

## Applicable law; Disputes

These Conditions are governed by French law. 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.

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

## TERMS AND CONDITIONS FOR SHADOW DRIVE

### Definitions:

- **Technical Support:** Department in charge of advising the Customer during the installation and use of its Service by providing technical advice or, where applicable, the appropriate documentation.
- **Customer:** A natural or legal person, having signed the SHADOW's general and special contractual conditions for any service subscribed to that is provided by SHADOW, including services free of charge.
- **Documentation:** SHADOW provides the Customer with a set of tools and documentation accessible from the SHADOW website.
- **Data:** Computer files of any type belonging to the Customer, and which may be stored via the Service.
- **Customer ID:** Customer account for any service subscribed to that is provided by SHADOW and allowing access to the management interface.
- **Software:** The set of programs, processes, rules and documentation relating to the operation of the data processing system that enables access to the Service.
- **Service:** Refers to the service provided by SHADOW in accordance with the contract subscribed to by the Customer, either against payment or free of charge.
- **SHADOW Website:** Website of the company SHADOW.
- **Synchronisation:** Operation through which the local storage space (Computer, telephone, tablet computer, etc.) and the remote storage space (the Service) are synchronised.

### Purpose

The Customer acknowledges that he has verified the suitability of the Service for his needs and that he has received from SHADOW all the information and advice necessary to knowingly subscribe to the Shadow Drive service.

The purpose of these terms and conditions is to define the technical and financial requirements under which the Customer commits themselves to SHADOW.

The present terms and conditions along with, when necessary, special conditions and/or appendices proposed by SHADOW are applicable, to the exclusion of all other conditions and notably those of the Customer, to any order made by the Customer of services provided by SHADOW.

The free of charge Service offered by SHADOW is also governed by these terms and conditions.

## Description of the Service

Shadow Drive is a dematerialized storage service accessible via the internet from various devices (PC, mobile phones, tablet computers...) and through which the Customer can share data for his personal use.

It is hereby recalled that the Service is a remote storage space. The Service also allows the publication of content via the creation of URLs through which the Customer can give access to their content. The Service is therefore similar to an online public communication service as defined by law.

The Service requires the prior installation of the Software in order to be able to use all the functionalities developed by SHADOW.

The Customer's account must be created on the <https://eu.shadow.tech/shop> website. In this case, after having downloaded and installed the Software, the Customer will be asked to create a customer account and choose the associated password.

In addition, the Customer will receive an email asking them to confirm the activation of their Shadow Drive account. The Customer will have to click on the link provided in the email. In case of failure to activate the account within seven (7) days, SHADOW will suspend the Service.

The Customer determines the free or paid offer that corresponds to his needs and provides a valid email address that will be used to identify themselves on the Service.

As soon as the Customer's account is created, the Service is activated, and the storage space is automatically created.

For any subscription to a paid version of the Service and for security reasons, the Customer will be invited to pay for his purchase order on the website <https://eu.shadow.tech/shop> (this does not include purchases in the iOS application). Once SHADOW has approved the payment, the service will be activated.

The Customer can synchronize his content. This functionality requires that the size of the local storage space is greater than that of the remote storage space. If this is not the case, the Synchronization cannot be carried out.

The connection speed depends on the quality of the Customer's Internet connection. SHADOW commits to providing a reasonable bandwidth and is therefore subject to an obligation of means.

As part of using the Service, the transfer, consultation and deletion of data is done by the Customer directly from the Software.

## Obligations of Shadow

SHADOW commits to taking all the care and diligence necessary to provide a quality Service in accordance with the practices of the profession and the state of the art. SHADOW is only subject to an obligation of means.

SHADOW is however subject to a limitation of warranty. Unless explicitly stated otherwise, SHADOW makes no promises concerning specific specialties available via the Service, nor even concerning its reliability, availability or suitability for the Customer's needs.

## Liability of Shadow

Shadow shall not be liable:

If the performance of the contract, or of any obligation incumbent upon SHADOW according to the present terms and conditions, is prevented, limited or disrupted by reason of fire, explosion, failure of transmission networks, collapse of facilities, epidemic, earthquake, flood, power failure, war, embargo, law, injunction, demand or requirement of any government, strike, boycott, withdrawal of authorization of the telecommunication operator, or any other circumstance beyond the reasonable control of SHADOW ("Force Majeure"), then SHADOW, subject to a prompt notification to the Customer, shall be excused from performance of its obligations to the extent of such prevention, limitation or disruption, and the Customer shall likewise be excused from performance of its obligations to the extent that the obligations of such party relate to the performance so prevented, limited or disrupted, provided that the party so affected shall use its best efforts to avoid or remedy such causes of non-performance and that both parties shall proceed expeditiously once such causes have ceased or been removed. The party affected by Force Majeure shall keep the other party regularly informed by e-mail of the prognosis for the removal or reinstatement of such Force Majeure.

If the effects of Force Majeure should last for more than 30 days from the notification of the Force Majeure situation to the other party, the contract may be terminated by operation of law at the request of either party, without any right to compensation on either side.

Or in the event of damage of the customer's making, in particular in the following cases:

- a. deterioration of the Software,
- b. misuse of the Service by the Customer or by the users to whom they have given access to their storage space, fault, negligence, omission or failure on their part, non-compliance with the advice given,
- c. disclosure or unlawful use of the password created by the Customer,
- d. the fault, negligence or omission of a third party over whom SHADOW has no power of control or supervision,
- e. request for temporary or permanent interruption of the Service from a competent administrative or judicial authority, or notification from a third party holder of rights,
- f. partial or total destruction of the information transmitted or stored as a result of errors attributable directly or indirectly to the Customer.



- g. total or partial non-compliance with an obligation and/or failure of the operators of the transport networks to the internet world and in particular the Customer's access provider(s).

The compensation owed by SHADOW in the event of a failure of the Service resulting from a fault of SHADOW's making will correspond to the direct, personal and certain damage linked to the failure in question, to the express exclusion of any indirect damage such as, in particular, commercial damage, loss of orders, damage to the brand image, commercial disturbance of any kind, loss of revenue, commercial opportunities or data, loss of profits or Customers (for example, untimely disclosure of confidential information concerning them as a result of a defect or hacking of the system, action by a third party against the Customer, etc. ).

In any event, the amount of damages that SHADOW may be held liable for, if its liability is incurred, will be limited to the amount actually paid by the Customer to SHADOW for the period in question or charged to the Customer by SHADOW or to the amount corresponding to the price of the service, for the part of the Service for which SHADOW's liability is engaged. The lower of these amounts will be taken into consideration. In the case of a free offer, this amount will automatically be limited to five (05) euros including tax. Any liability action brought by the Customer against SHADOW must be brought within a maximum period of 12 months from the event having caused the damage. Beyond this period, no action may be brought against SHADOW.

If SHADOW is required to take any protective measures for the management of its infrastructure, it is within the Customer's responsibility to take all necessary measures to safeguard their data or that of users having access to their storage space in the event of loss, alteration or deterioration of the data entrusted to it, whatever the cause, including that which is not expressly mentioned herein. Similarly, all costs that may result from the recovery of data remain the exclusive responsibility of the Customer. The responsibility of SHADOW can in no case be sought due to the loss or deterioration of the Customer's data or that of the users having access to its storage space. SHADOW also assumes no responsibility for the dissemination of data stored by the Customer or its authorised users.

The Customer acknowledges that no stipulation herein shall release them from the obligation to pay all amounts due to SHADOW for the services provided.

SHADOW does not intend to know the nature of the data stored by the Customer, and SHADOW therefore declines all responsibility for the data that may be stored, transferred or exchanged via the Service. At the same time, SHADOW reserves the right to verify the conformity of the use made by the Customer of the Service and, in this context, to verify the nature of the Data transferred, stored or exchanged by the Customer. In this case, if inappropriate content is identified by SHADOW, the Customer's Service will be immediately suspended and terminated by right. The Customer's data will be irretrievably deleted.

The installation of the Software by the Customer is done under their entire responsibility. SHADOW guarantees that it has taken all the necessary precautions to ensure the compatibility of its Software with compatible equipment but can only warn the Customer of the risks inherent to installing software on its terminal.

SHADOW reserves the right to carry out maintenance operations on the Shadow Drive infrastructure. The Customer acknowledges that the Service may be unavailable for the duration

of this maintenance operation. SHADOW will do its utmost to limit the duration and disruption caused by these operations.

Similarly, SHADOW reserves the right to take any limitation measure likely to guarantee the continuity of the infrastructure, including but not limited to: limitation of bandwidth, interruption of uploads or downloads, reduction of the disk space allocated in the case of a free offer.

## Obligations and responsibilities of the Customer

The Customer commits to having the necessary power, authority and capacity to enter into and perform the obligations set out herein.

The minimum age required to use Shadow Drive is 15 years. Any minor over the age of 15 must have the permission of their parent or legal guardian to use Shadow Drive and agree to the terms.

Parents should take appropriate precautions to protect their children by monitoring their use of the service. By electronically accepting the Terms and Conditions, the Customer confirms that they are of the age mentioned and is therefore able to consent to these terms.

The Customer agrees to communicate, when creating their customer account and at each modification of the same, their exact and updated contact and banking information (if paid offer) to SHADOW.

The Customer is fully and exclusively responsible for the passwords required to use the Service. SHADOW disclaims all liability for any illicit or fraudulent use of the passwords generated by the Customer. The provision of passwords is considered as confidential. Any suspicion of disclosure, intentional or not, of the passwords provided, engages the sole responsibility of the Client to the exclusion of SHADOW's.

The Customer will be solely responsible for the consequences of any failure of the service as a result of any use by the Customer, members of the Customer's entourage or any person to whom the Customer has provided the password(s). Similarly, the Customer alone shall bear the consequences of the loss (including disclosure of data, corruption or deletion of data) of the aforementioned password(s).

The Customer commits to complying with all legal and regulatory requirements in force, and in particular those relating to information technology, files, freedoms and intellectual property, as well as the rights of third parties (right to one's image, right to privacy, etc.) and in this respect ensures that the data stored by themselves or by authorised users complies with these provisions.

The use of the Data Storage Service does not confer any intellectual property rights in relation to Shadow or the content to which the Customer has access.

The Customer remains the sole owner of the data and files that they transfer and/or store on the Service.

The Customer agrees:

- a. not to transfer, store, copy, share data for which he does not have all the rights or in the absence of the authorisation of the right holders.
- b. not to use the Service to pursue, threaten, harass or harm another person.
- c. not to publish, send, transmit or make available any unsolicited or unauthorised e-mails, advertisements, promotional material, junk mail, spam or chain letters.
- d. not to store and/or share any content that is contrary to public order or morality, incites racial hatred, is negationist, revisionist, violent, obscene, defamatory, zoophilic or child pornographic.
- e. not to make any commercial use of the Service, and the Customer commits to using the Service with due care. The Service is intended for the general public, however, it is recommended that companies contact SHADOW for professional needs.
- f. not to disrupt or interrupt the Service (including by accessing the Service by any automated means, such as scripts or crawlers) or the servers connected to the Service (including any unauthorised access, use or control of data or traffic).
- g. not to plan or participate in any illegal activity or retrieve and store personal data about other users of the Service for use in any of the foregoing prohibited activities.
- h. not to use the Service to upload, store or otherwise make available any material that contains viruses, or any other computer code, files or programs designed to alter, interfere with or limit the normal operation of the Service (or any part thereof) or any other computer software or hardware.
- i. not to share your entire account with any third party. As Shadow Drive is a personal service, any improper sharing may be considered a violation of these terms.

SHADOW reserves the right to immediately terminate the Customer's account in case of non-compliance with the above clauses. This termination will not give rise to any compensation. SHADOW may also take action that it reasonably deems necessary or appropriate to enforce or verify compliance with all or part of the Contract.

The Customer assumes full responsibility for the sharing of files stored on its Service. Furthermore, the Customer undertakes not to share the data stored on the Service in the context of a public communication, outside the private sphere. SHADOW reminds the Customer that the Service is not intended to be used for the massive exchange of files and in this respect, SHADOW reserves the right to carry out control measures to verify the proper use of the Service by the Customer.

The Customer is responsible for ensuring that the commitments made in these Terms are respected by the users to whom it allows access to its storage space.

The Customer undertakes to check that file transfers carried out via the Software are indeed successful. SHADOW declines all responsibility in the event of a failure during the file transfer or download procedure to the Customer's storage space. It is the Customer's responsibility to take all necessary steps to verify that a transferred file is stored on the Service and that it is not

compromised or altered. Similarly, the Customer acknowledges that he may have to transfer a file again if the previous transfer was interrupted.

The Customer is responsible for backing up, from their computer or other device, all documents, images and content that they store on the Service. SHADOW is subjected to an obligation of means regarding the use of reasonable skills and care in providing the Service, however it does not guarantee that the content stored or accessed by the Customer via the Service will not be subject to accidental damage, alteration or loss.

SHADOW cannot guarantee the deposit of files larger than 4 GB. SHADOW encourages the Customer wishing to upload a file of this size to contact technical support to find out the most efficient method for carrying out this operation.

SHADOW reminds the Customer that the use of the Service via mobile internet may be subject to billing by their telephone operator, which is the Customer's responsibility to check. SHADOW declines all responsibility in the event that the use of the Service by the Customer leads to billing by another operator that is a third party to this contract.

The Customer also undertakes to take out all necessary insurance with a reputable and reliable insurance company in order to cover any damage that may be attributable to the Customer in the context of this contract or its performance.

Failure by the Customer to comply with the aforementioned points, and in particular any activity that may give rise to civil and/or criminal liability, shall entitle SHADOW to immediately and without prior notice interrupt the Customer's services and to terminate the contract by operation of law, without prejudice to the right to any damages that SHADOW may claim.

The Customer commits to paying directly to the author of the complaint any amount that the latter may demand from SHADOW. In addition, the Customer agrees to intervene at SHADOW's request in any proceedings brought against the latter and to guarantee SHADOW against all judgements that may be pronounced against it on this occasion. Consequently, the Customer undertakes to deal personally with any claim and/or proceedings, whatever their form, purpose or nature, which may be brought against SHADOW, and which are related to the obligations of the Customer under this agreement.

The Customer commits to informing SHADOW within 48 hours of any change in their situation, and within 24 hours of any loss of passwords.

The Customer, for any contact with SHADOW, agrees to clearly formulate their request, according to customary rules.

## Agreement of proof

For the purposes of these Terms and Conditions, the Parties agree that written documents in electronic form are accepted as evidence in the same way as written documents on paper, as provided for by article 1366 of the French Civil Code. The Parties agree to keep computer records and paper copies of messages or orders that they exchange for the execution of this contract in such a way that they can constitute faithful and durable copies in the sense of Article 1379 of the French Civil Code.

In application of articles 1363 and following of the French Civil Code, the information provided by the Websites is deemed authentic between the Parties. Elements such as the time of receipt or issue of the subscription to the Services, as well as the quality of the data received, shall be deemed authentic first and foremost as they appear on SHADOW's information systems, or as they are authenticated by SHADOW's computerised procedures, unless the Customer provides proof to the contrary. The scope of proof of the information delivered by SHADOW's computer systems is the same as that given to an original in the sense of a written paper document.

## Publication of contents

In order to benefit from the functionality of publishing content, the Shadow Drive account must have been activated in accordance with the provisions of article 2 of the present Terms and Conditions.

The Customer will then be asked to fill in their personal details in order to complete their customer ID.

After validation of this step, the Customer can communicate the content of their choice to their friends and family. The Customer alone determines the duration of access to the said files and assumes full responsibility for this publication.

Likewise, the Customer shall refrain from publishing any content for which they do not hold all the rights and/or the authorization of the rights holders.

SHADOW reserves the right to suspend without notice any publication of content that is the subject of a complaint or notification, or if it appears that the files made available represent a risk in terms of security (malicious file...).

The indexing of content published by third parties is strictly forbidden; SHADOW reserves the right to take any technical or legal measure required to stop this activity.

## Personal data

In addition to the Data recorded in the Customer's remote computer, SHADOW is required to collect certain personal data from the Customer.

The processing of the Customer's personal data by SHADOW is indicated in our Privacy Policy posted on the Websites. By accepting these Terms and Conditions, the Customer also agrees to the Privacy Policy in all its provisions.

The personal data that the Customer transmits to/on their Shadow® remote computer are done so under their own responsibility. The Customer is the custodian of this data and is its own data controller. The Customer is solely responsible for deciding what data they choose to transmit to their remote computer, and what they do with that data once it is transferred to their computer. In particular, if the Customer decides to transfer personal data to their Shadow® remote computer and to use it on websites or third-party software or applications, he will be solely responsible, with the possible exception of third parties to whom they have communicated this information. In no case will SHADOW be held responsible, nor will it be considered as responsible for the processing of such data, nor will it be considered as having transmitted such data outside of the European Union.

## Security and confidentiality

SHADOW commits to putting in place all the measures required to guarantee the security of the Customer's data. The data are only stored on servers located in the European Union.

Connections made by the Customer to the Service are encrypted using the SSL (Secure Sockets Layer) protocol, regardless of the nature of the connection: reading, transfer or downloading...

SHADOW has taken all the necessary technical measures to preserve the confidentiality of the Customer's data. The data stored on the Service is strictly partitioned in such a way that it can only be accessed by the Customer and under no circumstances by another Customer holding the Service.

SHADOW takes all physical security measures to prevent physical access to the infrastructures on which the Customer's data are stored by unauthorised persons.

SHADOW undertakes not to intervene in the Customer's data other than the ability to duplicate the content of the storage space within the infrastructure for the sole purpose of guaranteeing the redundancy of the Service in the event of any interruption.

## Technical support

SHADOW provides the Customer with a technical support service available from its customer account, as well as a contact address: [support@shadow.tech](mailto:support@shadow.tech).

The Customer can also review the Documentation relating to the Service.

## Execution, pricing and payment

### Creation of the customer account

For all orders of paid services from Shadow (excluding purchases through the iOS app), the Customer must create a customer account with accurate and up-to-date bank details.

### Execution of the order

The provision of the service occurs after activation of the Customer's account by SHADOW and within a maximum period of 7 days from the effective payment of the order form by the Customer in the context of a paying offer.

The effective payment is made as soon as the amount corresponding to the Service are credited to SHADOW's account. After this period and if the service is not made available by SHADOW, the Customer is entitled to request the cancellation of the transaction and the reimbursement of the amount already paid.

## Fees

The current fees for the different services offered by SHADOW are available online on the website <https://eu.shadow.tech/shop> and on request from SHADOW, at the following address: SHADOW, SAS: 151 rue Saint Denis 75002 Paris, FRANCE.

The services ordered are presented at the time of subscription: they include all taxes unless otherwise indicated and are payable in Euros.

SHADOW reserves the right to modify its fees at any time, subject to informing the Customer by email or by an online warning one month in advance if the new fees excluding taxes are less favourable to the Customer. In this case, the Customer will have a period of one month from the date of this information to terminate the present contract without penalty. Failing this, the Customer shall be deemed to have accepted the new rates. The modifications of the rates will be applicable to all contracts and in particular to those in progress.

SHADOW reserves the right to pass on, without delay, any new tax or any increase in the rate of existing taxes.

The services provided by SHADOW are to be paid for at the order. The Customer is solely responsible for the payment of all amounts due under the SHADOW services contract. By express agreement and unless a postponement is requested in time and granted by SHADOW in a special and written way, the total or partial default of payment on the due date of any amount due under the contract will entail by right and without prior notice:

- the immediate payment of all amounts remaining due by the Customer under the contract, regardless of the intended means of payment;
- the suspension of all services in progress, regardless of their nature, without prejudice to SHADOW's right to terminate the contract;
- the impossibility of subscribing to new services or renewing them;
- the application of interest at a rate equal to one and a half times the legal interest rate set by the European Central Bank.

Any disagreement concerning the billing and the nature of the services must be expressed by e-mail to the address shown on the following website: <https://help.shadow.tech/hc/en-gb/articles/360018626660-Support-Request-Form>, within one month of the issue of the order form.

In the event that SHADOW would incur expenses, SHADOW will inform the Customer and will send them the receipts and the corresponding bill. The Customer will then have to pay the amount due in Euros.

## Payment

The payment is made online by credit card at the time of the conclusion of the contract.



### **Purchase via the iOS app**

If available, the payment made from the app is made through the Customer's account on the e-commerce platform. The Customer agrees to contact the e-commerce platform directly for any questions or complaints related to these payment operations.

The activation of the paid account must be done within 60 seconds. If the activation is not effective within this time, it may be necessary to restart the Shadow Drive application. If this does not work, restarting the terminal may be required.

### **Duration**

The Service is subscribed to for a duration chosen by the user and will be renewed tacitly on each anniversary date for the same term. The Customer may suspend or terminate the Service at any time by logging on to his customer space on the <https://drive.shadow.tech> website. This cancellation will take effect on the anniversary date.

Regarding free offers, the Service is subscribed for a monthly period and will be tacitly renewed provided that the Customer regularly connects to the Service. If the Customer fails to connect to the Service over an extended period of time, SHADOW will alert the Customer by email of the forthcoming expiry of their Service within thirty (30) days and will encourage them to visit a page on the <https://drive.shadow.tech> website to reactivate the Service. If the Customer fails to validate their subscription within fifteen (15) days, the Service will be temporarily suspended and definitively deleted at the end of a new fifteen (15) day period.

### **Registration of a means of payment**

The Customer must register his credit card in order to benefit from the automatic renewal of the Service. The Customer may manage, modify or delete the registered credit cards by logging on to the <https://drive.shadow.tech> website. The Customer cannot have more than one active credit card in his management interface.

SHADOW does not have the full number of the credit card; only its payment provider has this information and undertakes to store it according to the standards of the PCI-DSS (reference standard in this area).

### **Renewal of the service**

The Service is automatically renewed on the anniversary date of the duration chosen by the User provided that the Client has a registered and valid payment method.

Otherwise, SHADOW will notify the Customer by e-mail (e-mail address to be kept up to date, under the Customer's responsibility) of the next expiration of the Service.

If the Customer fails to renew his subscription, the data will be deleted within seven (7) days of the expiry of the Service. It is therefore the Customer's responsibility to take all necessary measures to ensure the recovery of his data or that of authorized users.

Similarly, in the case of a paid offer, any failure to pay or irregular payment, i.e., in particular, of an erroneous or incomplete amount, or not including the required references, or made by a

means or procedure not accepted by SHADOW, will be purely and simply ignored and will result in the rejection by SHADOW of the registration or renewal request.

## Termination, limitation and suspension of Service

Each party can terminate the contract by right and without compensation in case of force majeure lasting more than thirty days.

The contract shall be terminated automatically and without notice in the event that the Customer fails to fulfil an essential obligation as mentioned in the present terms.

In the event of termination before the contract expires, the Customer is free to request the cancellation of his Service via the software or via his Management Interface. The Customer may also request the termination of the contract by sending a letter to SHADOW -151 rue Saint-Denis 75002 PARIS, FRANCE. The Customer will not be entitled to a refund from SHADOW of the sums already paid.

In all other cases of breach by one of the parties to one or other of its obligations under the contract not remedied within seven (7) days from either an email sent by the complaining party notifying the breaches in question, or any other form of authentic notification sent by the said party, the contract will be terminated by operation of law, without prejudice to any damages that may be claimed from the defaulting party.

The date of notification of the letter containing the breaches in question will be the date of the postmark, at the time of the first presentation of the letter.

SHADOW reserves the right to interrupt the Customer's service if this service constitutes a danger to the maintenance of the security or stability of the Shadow hosting platform. Where possible, SHADOW will inform the Customer in advance.

If necessary, SHADOW reserves the right to interrupt the service to carry out a technical intervention, in order to improve its functioning or for any maintenance operation.

The SHADOW account and all the rights of the Customer may be suspended at the request of a third party upon receipt of the Customer's death certificate. The account will be terminated and all files of the deceased will be deleted in full.

If SHADOW decides to discontinue this Service permanently, Customer will be given reasonable notice. During this notice period, which will be communicated to the Customer, the Customer will have the option of removing their files from the Service. At the end of the notice period the client will no longer have access to their files.

## Operating conditions

The Customer hereby acknowledges that fluctuations in bandwidth and hazards that may affect the access provider are elements that may lead to a discontinuity in the services offered by SHADOW and are outside its technical means.

Furthermore, the service is restricted, limited or suspended by SHADOW as of right:

If it appears that the Customer is using the services provided to them for an activity, whatever it may be, which does not comply with these terms and conditions;

If SHADOW receives a notice to this effect notified by a competent authority, administrative, arbitral or judicial, in accordance with the appropriate applicable laws, or by a third party, if the nature of the activities reported appears to be illicit or of a nature to engage SHADOW's liability;

If the contact details indicated in the customer account appear to be false, inaccurate or not up to date.

## Notification of the customer and conformity of the Service

The Customer acknowledges that they have verified the suitability of the Service to its needs and have received from SHADOW all the information and advice necessary to subscribe to this agreement with full knowledge of the facts.

SHADOW reserves the right to monitor compliance with the conditions of use of the service.

## Tolerance

The fact that SHADOW does not take advantage at a given moment of any of the present general conditions and/or tolerates a breach by the other party of any of the obligations referred to in the present terms and conditions cannot be interpreted as a waiver by SHADOW to take advantage of any of the said conditions at a later date.

## Right of withdrawal

The Customer (for whom the status of consumer, within the meaning of the provisions of the French Consumer Code, is retained) expressly accepts the immediate execution of the Service as from the validation of their order and before the expiry of the legal period of 14 days and expressly waives their right of withdrawal. Consequently, and in accordance with the terms of Article 121-21-8 of the French Consumer Code, the Customer does not have the option of exercising his right of withdrawal both when he first subscribes to the Service and when he renews or reorders.

The exercise of the right of withdrawal is also excluded for the Customer for whom the status of consumer within the meaning of the provisions of the Consumer Code cannot be retained.

In the case of a purchase made on the iOS app, the Customer is encouraged to consult the conditions of use specific to this payment method directly with the e-commerce platform.

## Modification

SHADOW may have to modify the present conditions in order to better reflect potential legislative changes, new regulatory requirements or improvements made to the Service.

The online general and special conditions prevail over the printed general and special conditions. The parties agree that SHADOW may, as of right, modify its service without any other formality than informing the Customer by means of an online warning and/or including its modifications in the online general conditions. Any modification or introduction of new subscription options will be the subject of an online notification on the following website: <https://eu.shadow.tech/shopou>, and an email will be sent to the Customer. In this case, the Customer may, in derogation of Article 10, terminate the contract within thirty days of the entry into force of these changes.

Changes to a new service, whether in terms of new features or characteristics, may take effect immediately. If the Customer does not accept these changes, he must cease all use of the new service by immediately terminating his subscription.

The Customer shall be deemed to have consented to the new changes that have come into effect if he continues to use the Service after a period of thirty days following receipt of the notification.

Changes without prior notification of the Customer may happen but are limited to cases where it is necessary to take measures to ensure the safety and proper functioning of the Service.

## General provisions

### Divisibility

The nullity of one of the clauses of the contract subscribed with SHADOW, particularly in application a law, of a regulation or following a decision of a competent jurisdiction having force of *res judicata* will not involve the nullity of the other clauses of the contract which will keep their full effect and range.

In this case, the parties shall, when possible, replace the invalidated provision with a valid provision that corresponds to the spirit and purpose of the contractual conditions.

### Headings

The headings of the articles of the Terms and Conditions are for ease of reference only and do not in and of themselves have any contractual value or particular meaning.

### Special Conditions and Appendices

The Special Terms and Conditions and any appendices are incorporated by reference into SHADOW's General Terms and Conditions of Service and are inseparable from the General Terms and Conditions. All of these documents are referred to in this document as the "Terms and Conditions".

All documents incorporated by reference into this agreement may be viewed by the Customer at the addresses indicated on the website <https://account.shadow.tech>. These documents are also subject to change or development.

## Communications

For any exchange of information by e-mail, the date and time of Shadow's server will be taken as proof between the Parties. This information will be kept by SHADOW for the entire period of the contractual relationship.

All notifications, communications and formal notices provided for in the Terms and Conditions shall be deemed to have been validly delivered if they are sent by registered letter with acknowledgement of receipt to:

For SHADOW: 151 rue Saint-Denis 75002 PARIS, FRANCE

For the Customer: at the postal and/or e-mail address that they have provided to SHADOW.

## Applicable law – jurisdiction

The present Conditions are governed by French law. The Parties shall endeavor to settle amicably any dispute concerning the interpretation or execution of these Terms, before any referral to the competent courts.

In the event of a dispute (i) not resolved by the mediation procedure and (ii) with a customer not considered as a consumer within the meaning of the Consumer Code, jurisdiction is expressly attributed to the *Tribunal de Commerce de Paris* (France), notwithstanding plurality of defendants or introduction of third parties, including for emergency measures, protective measures in summary proceedings or on request.

The Conditions are written in English. If a translation is made, only the English version shall prevail and be contractually binding.