

TERMS OF SERVICE

[LAST UPDATED: 10 October 2022]

This Terms of Service (the "**Agreement**") contains the terms and conditions that govern Your access to and use of the Services (as defined below) and is an agreement between Shadologies Solutions ("**Shadologies**" or "**We**" or "**we**" or "**Us**") and You or the entity You represent ("**You**"). This Agreement takes effect when You click an "I Accept" button or check box presented with these terms, or when You click a "Complete Order" button, or when You use, access and/ or purchase any of the Services (the "**Effective Date**"). You represent to us that You are lawfully able to enter into contracts (e.g. You are not a minor). If You are entering into this Agreement for an entity, such as the company You work for, You represent to us that You have legal authority to bind that entity. You acknowledge that You have read the Agreement, and You agree to its terms and conditions and all policies posted on the Shadologies Website.

As referred to in this Agreement, and

1. Definitions and Interpretations

"**API**" refers to an application program interface.

"**Shadologies Website**" refers to the Site located at the URL <http://www.shadologies.com>, or any other successor sites owned or maintained by Shadologies.

"**Shadologies Internet Server**" refers to Shadologies or its affiliates' computer system that You connects to receive the Services.

"**Services**" or "**Service**" refers to the web service(s) (i) made available by Shadologies or its affiliates, and (ii) purchased or accessed through Shadologies Website or any portal made available by Shadologies or its licensor. "Site" or "Website" refers to a World Wide Web site.

2. Term

2.1. **Generally.** The term of this Agreement ("Term") will commence on the Effective Date.

2.2. **Term.** Unless sooner terminated or otherwise agreed, this Agreement shall be for an initial term set forth in the proforma invoice issued by Shadologies or Your Services order placed with Shadologies, whether via the Website or other manner ("Initial Term") and reflected in the invoice marked as "paid" and issued by Shadologies and shall be automatically renewed for successive periods of equal length as that Initial Term subject to payment of the-then current Service renewal fee and compliance of the terms of this Agreement ("Renewal Term"). "Term" includes the Initial Term and any Renewal Term.

2.3. **Special Promotion Terms.** If you have subscribed to the Services via special campaigns or promotions, the special terms and conditions of the respective campaigns or promotions ("Campaign Terms & Conditions") shall prevail in the event of conflict between the terms and

conditions of this Agreement and the Campaign Terms & Conditions, unless expressly provided in the Campaign Terms & Conditions.

3. Fees and Payment

- 3.1. **Generally.** Upon submission of the Order and acceptance by Shadologies, You shall pay to Shadologies all charges, fees and rentals for the Services and/or equipment, as the case may be, which shall be at the rates prescribed on the Shadologies website from time to time and payable in advance or at such other time in accordance with Shadologies' policy or requirements. The said charges, fees and rentals shall commence from the Effective Date.
- 3.2. **Pay Promptly.** You shall promptly pay on demand by Shadologies and at the times stipulated in such demand all charges, fees, rentals, costs or other amounts in connection with the Services. You shall continue to be liable for any applicable charges during the period of interruption or loss of Services from any cause whatsoever.
- 3.3. **Prepayment.** Shadologies may accept prepayment for Services to be provided under this Agreement, but such acceptance shall not modify or extend the Term of this Agreement.
- 3.4. **Service Fees.** Fees for Services ordered by You shall begin on the Effective Date and that day and that month of that Effective Date shall serve as the billing date ("Anniversary Billing Date") for all future billings including one-time fees, upgrades, additional services, cancellations, service credits and recurring fee. Fees are due in advance of each Services cycle and will be billed on the Anniversary Billing Date.
- 3.5. **Auto Payment.** If You have provided Your credit or debit card information to Shadologies in the course of Your order process, You authorize Shadologies to charge to Your credit or debit card for any recurring service fee. You may opt out from automatic payment in Your Shadologies Account.
- 3.6. **Upgrade Fees.** Upgrades ordered on the Anniversary Billing Date will be billed in advance for a full upgraded Services duration and future recurring fee for that upgrades will continue to be billed on the Anniversary Billing Date. Upgrades ordered after the normal Anniversary Billing Date will be pro-rated to the next anniversary date and billed as a one-time pro-rata charge. Future charges will appear as fees for full upgraded Services duration added to your existing bill on Anniversary Billing Date.
- 3.7. **Hourly Service Fees.** For any services offered by Shadologies on an hourly basis ("Hourly Services"), You shall specify the period of time for which the Hourly Services are requested, or cancel at any time. The minimum period of time for which Hourly Services may be requested is one (1) hour and You will be billed in full hourly increments, and no breakdown by minutes shall be permitted. Unless otherwise specifically stated in the terms and conditions of Hourly

Services, You, as requester of Hourly Services agree to all terms and conditions in Shadologies Website, including but not limited to this Agreement. You will be billed for Hourly Services on the Anniversary Billing Date.

- 3.8. **Additional Service Fees.** Additional Services, not including Hourly Services, ordered on the Anniversary Billing Date will be billed for the full additional Services duration and future recurring fee for that additional Services will continue to be billed on the Anniversary Billing Date. Additional services ordered after the normal Anniversary Billing Date will be pro-rated to the next anniversary date and billed as a one-time pro-rate charge. Future charges will appear as full fees for additional Services duration added to your existing bill on Anniversary Billing Date.
- 3.9. **One-Time Fees.** One-time fees, such as setup fees, administrative fees and late fees are due and payable at the time they are incurred, and/or agreed upon in writing or via ticket with Shadologies' approval. One-time fees, such as bandwidth overages and Shadologies overages are due and payable upon an invoice following the billing cycle in which they are incurred, and are based on standard rates, or as otherwise agreed upon in writing or via ticket with Shadologies' approval.
- 3.10. **Full Payment.** All payments due to Shadologies under this Agreement shall be made in full, without deduction for any reason, including but not limited to, set-off, counterclaim or other equitable or lawful claim.
- 3.11. **Returned Item Fees.** Accounts with returned checks and/or e-checks will be assessed a returned item fee as per described in Appendix-I.
- 3.12. **Late Fees.** Any payment not received within fourteen (14) days of the invoice due date, will be assessed a minimum late payment fee as per described in Appendix-I or the highest rate allowed by applicable law, whichever is higher. You shall pay to Shadologies all expenses incurred by Shadologies in exercising any of its rights under this Agreement or applicable law with respect to a payment default or other breach by you, including, but not limited to, reasonable attorneys' fees and the fees of any collection agency retained by Shadologies. Late payment fee will continue to accrue as long as there is an outstanding balance.
- 3.13. **New Service Fees.** Fees and charges for any new Services or new feature of a Service will be effective when Shadologies posts updated fees and charges on the Shadologies Website unless Shadologies expressly state otherwise in a notice. Shadologies may increase or add new fees and charges for any existing Services by giving You at least a 30-day advance notice.
- 3.14. **Cancellation Fee.** If You cancel any order after the same has been accepted by Shadologies, You shall be liable to pay a cancellation fee as set out in Appendix-I, if any.

- 3.15. **Changes of Fees.** Shadologies may vary its charges from time to time by returning notice to You. All variations will take effect from the date specified in the notice and You shall be bound to observe and comply with such variations.
- 3.16. **Refundable Fees.** Upon termination of this Agreement, You will receive a pro-rated refund of any pre-paid, refundable fees for the remainder of any term. Fees for certain services, including but not limited to domain name registration and renewal, setup fees, one-time fees, shipping and handling, SSL certificate fees, software license fees, technical charges, are not refundable unless provided otherwise specified at Shadologies Website. Shadologies may, in its sole discretion, refund other amounts as it deems necessary or advisable.
- 3.17. **Uptime Guarantee.** Your Services may be eligible to the Shadologies Uptime Guarantee and may be eligible to Outage Event Credit in the form of a credit against future bill of amounts payable by You for the provision of the service subject to the Terms of Shadologies Uptime Guarantee Policy as published on Shadologies Website.
- 3.18. **Transfer of Credit.** Shadologies may, at its absolute discretion and at any time, set off, consolidate or combine accounts or transfer any monies outstanding to the credit of Your account with Shadologies or any of its related companies of whatever description towards the reduction or discharge of any sum due to Shadologies by You under this Agreement.

4. Use of the Services

- 4.1. **Generally.** You may access and use the Services in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to Your use of the Services, including the Policies as published on Shadologies Website.
- 4.2. **Third-Party Content.** Third-Party Content, such as software applications provided by third parties may be made available directly to You via other companies or individuals under separate terms and conditions, including separate fees and charges. Because Shadologies may not have tested or screened the Third-Party Content, Your use of any Third-Party Content is at Your sole risk and Shadologies shall not be liable for any infringement on intellectual property rights (e.g. copyright, trademark, patent or other proprietary rights).
- 4.3. **Third-Party Software Subscription from Shadologies.** Shadologies provides You with the option to subscribe for Third-Party Software as part of the Services. The terms and conditions governing that Third-Party Software are in addition to those set out in this Agreement and can be found on Shadologies Website. You agree that You have read, understood and agreed to be bound by those terms and conditions. Shadologies may, at Your request, install the Third-Party Software purchased from Shadologies at a one-time installation fee. Subject to the indemnity rights of Shadologies under Clause 5.5, You undertake to, on a timely manner, notify Shadologies if You have subscribed and/or installed any such other third party software from

the party other than Shadologies, failing which, Shadologies reserves to claim from and be indemnified by You on the damages, penalties, fines incurred.

- 4.4. **Other Third-Party Software.** You warrant that You have the legal right to download, install and use of Third-Party Software or service, which is not the Third-Party Software purchased from Shadologies, on Your information technology system that is a subject to the Services or relates to the Services. If You fail to provide proof of licensing required by Shadologies, Shadologies may charge You a fee for the use of the Third-Party Software or service based on Shadologies' agreement with the vendor.
- 4.5. **Audit Right.** Shadologies reserves the right to audit information technology system that is a subject to the Services or relates to the Services you have subscribed from Shadologies (at least once annually) to determine (i) what Third-Party Software is installed on that information technology system (ii) the total number of user using each Third-Party Software licensed account of that information technology system. You shall indemnify Shadologies against any cost, claim, loss, damages, liability, demand and/or expense as a result of failure by You to be properly licensed in respect of use of any third-party software.

5. Changes

- 5.1. **To the Services.** Shadologies may change, discontinue, or deprecate any of the Services (including the Services as a whole) or change or remove features or functionality of the Services from time to time. Shadologies will notify You of any material change to or discontinuation of the Services.
- 5.2. **To the APIs.** Shadologies may change, discontinue or deprecate any APIs for the Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for twelve (12) months after the change, discontinuation, or deprecation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities).

6. Provision of Services

- 6.1. **Generally.** At the request of You and subject to acceptance by Shadologies, Shadologies will provide the Services.
- 6.2. **Maintenance of Hardware and Software.** Unless otherwise indicated in this Agreement, the Services shall not include the provision or maintenance of any computer equipment or software required by You to connect to the Shadologies Internet Server.



- 6.3. **None Guaranteed of Services.** Shadologies does not guarantee or warrant the availability of the Services or continuous, uninterrupted or secure access to the Internet.
- 6.4. **None Guaranteed of Backup.** Shadologies does not guarantee or warrant that the data stored in the Shadologies Internet Server will be backed up. You shall be responsible for keeping an independent backup of all data stored in the space allocated to You.
- 6.5. **Right to Suspend.** Shadologies reserves the right to suspend the Services or any part of them for operational reasons or in an emergency and the You shall not make any claim or compensation from Shadologies.

7. Technical Support

- 7.1. **Generally.** Shadologies, either directly or through its assignee or licensee, shall provide Technical Support relating to the Your Services. Shadologies may refuse any and all requests for Technical Support with or without reason, in its sole discretion. Any Technical Support that Shadologies may subsequently agree to provide to you shall be at Shadologies' sole discretion and once commenced, may be terminated at any time by Shadologies without prior notice to you and without any liability to Shadologies.
- 7.2. **Third-Party Software Support.** Shadologies does not provide technical support for the third-party software. The Third-Party Software is offered "as-is." the provision and offering of Third-Party Software by Shadologies does not constitute an endorsement of the third-party software, nor can Shadologies make any representations or warranties regarding the use and functionality of such third-party software.

8. Security Of Data

- 8.1. **Generally.** You acknowledge that Shadologies shall not be liable for the security of Your data on any of Your Equipment or passing over the Services and that Shadologies shall have no obligation to ensure, and makes no representations or warranties concerning the security of such data. You shall be solely responsible for the data retrieved, stored or transmitted through the Services.
- 8.2. **Unauthorised Access.** You agree that Shadologies is not liable for any unauthorised access to Your data even when the access occurs as a result of a fault in equipment or software owned, operated or supplied by Shadologies.
- 8.3. **Log-In Credentials and Private Keys.** Shadologies log-in credentials and private keys generated by the Services are for Your internal use only and You may not sell, transfer or sublicense them to any other entity or person, except that You may disclose Your Log-in Credentials and private key to Your agents and subcontractors performing work on Your behalf.

- 8.4. **Other Security.** You are responsible for properly configuring and using the Services and taking the necessary steps to maintain appropriate security and protection of Your Content, which may include the use of encryption technology to protect Your Content from unauthorized access and make routine archiving of Your Content.

9. Domain Name

- 9.1. **Generally.** If requested by You, Shadologies will, as agent for You, apply for the domain name as requested by You ("Requested Domain Name").
- 9.2. **Domain Registration.** If You choose to register a domain name(s) through Shadologies, You acknowledge and agree that:
- You will pay a registration fee(s) to register the domain name(s) with the applicable domain name registrar.
 - Shadologies does not offer refund(s) for domain name registration(s) for any reason, including misspelling of the domain name.
- 9.3. **Domain Terms.** By registering a domain name(s) through Shadologies, You acknowledge and agree to the terms and conditions of the respective domain registry.
- 9.4. **None Guaranteed Domain Registration.** Shadologies does not guarantee that it will be successful in its application for the Requested Domain Name.
- 9.5. **Domain Contact.** If the application for the Requested Domain Name is successful, then Shadologies will become the delegated domain name Administrative Contact and Technical Contact for the Requested Domain Name.
- 9.6. **Domain Renewal.** Shadologies will renew Your Domain provided that:-
- Shadologies is the delegated domain name administrator, or the appointed reseller or the invoicing party of Your Domain Name at the scheduled time of expiry; and
 - You are, at that time, the owner of the Domain Name; and
 - You request Shadologies to renew the Domain Name; and
 - You have paid for the domain name renewal fee to Shadologies.
- Your Domain Name will become expired and may cause Your web site to become inaccessible on and after the expiry date if the Domain Name is not renewed on or before the expiry date. You shall renew the domain name at Your own cost and expense. In the event You fail to comply with conditions (a) to (d) set out in this clause (Domain Renewal) and You fail to renew the domain name and caused the domain name to be expired or not being able to renew, You shall not make any claim or compensation from Shadologies.



- 9.7. **Domain Redemption Period.** Domain Redemption Period is an extra grace period hold by the registrar. It is imposed by the Registry and was instigated by ICANN in order to allow You a little more time to renew their domain name(s). To renew a Domain Name that falls under Domain Redemption Period, a Domain Redemption Fee may apply.

10. Customer's Responsibilities

- 10.1. **Customer's Content.** You are solely responsible for the development, content, operation, maintenance, and use of Your Content. For example, You are solely responsible for:
- The technical operation of Your Content, including ensuring that calls You make to any Services are compatible with then-current APIs for that Services;
 - Compliance of Your Content with the Policies, and the law;
 - Claims relating to Your Content; and
 - Properly handling and processing notices sent to You (or any of Your affiliates) by any person claiming that Your Content violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act.
- 10.2. **End User Violations.** You will be deemed to have taken any action that You permit, assist or facilitate any person or entity to take related to this Agreement, Your Content or use of the Services. You are responsible for End Users' use of Your Content and the Services. You will ensure that all End Users comply with Your obligations under this Agreement and that the terms of Your agreement with each End User are consistent with this Agreement. If You become aware of any violation of Your obligations under this Agreement by an End User, You will immediately terminate such End User's access to Your Content and the Services.
- 10.3. **End User Support.** You are responsible for providing customer service (if any) to End Users. Shadologies does not provide any support or services to End Users unless we have a separate agreement with You or an End User obligating us to provide support or services.
- 10.4. **Harmful Content.** You agree that You will not distribute, electronically transmit or display any materials supplied by You - or through You by a third party - to any Shadologies server in connection with Your use of the Services which:
- Violate any state, federal or foreign laws or regulations;
 - Infringe on any intellectual property rights (e.g. copyright, trademark, patent or other proprietary rights) of Shadologies or any third-party;
 - Are defamatory, slanderous or trade libellous;
 - Are threatening or harassing;
 - Are discriminatory based on gender, race, age or promotes hate which violate any Shadologies policy posted on the Shadologies Website;
 - Contain viruses or other computer programming defects which result in damage to Shadologies or any third party.

- 10.5. **Illegal Activity.** You agree that You will not use the Services:
- a. To send unsolicited or unwelcome or bulk electronic mail messages to anyone or otherwise cause excessive or disproportionate load on the Services;
 - b. For any unlawful purposes such as, but not limited to, vice, gambling or other criminal purposes whatsoever or for sending to or receiving from any person or displaying any message or posting which is offensive on moral, religious, communal or political grounds, or is abusive or of an indecent, obscene or menacing character;
 - c. For any purpose which is against public interest, public order or national harmony;
 - d. To publish defamatory, infringing, obscene or other unlawful materials;
 - e. In connection with the infringement of the copyright, patent, trademark, trade secret or other propriety rights of any third party or rights of publicity or privacy;
 - f. To interfere with, damage, disrupt or unlawfully use or gain access to any service, equipment or computer network without authorisation by the owner of the said service, equipment or computer network;
 - g. To resell the Services or otherwise provide the Services to anyone unless permitted by Shadologies.
 - h. In violation of any laws relating to unfair competition, anti-discrimination or false advertising; or
 - i. That result in distribution of viruses, Trojan horses, worms, time bombs, bots, or other similar harmful or deleterious programming routines
- 10.6. **Licensed Third Party Software.** You agree to use only properly licensed third-party software in connection with the use of the Services.
- 10.7. **Reporting a Service Failure.** You shall, prior to reporting a Service failure or problem, carry out all necessary steps to determine the cause of the Service failure or problem.

11. Temporary Suspension

- 11.1. **Generally.** Shadologies may suspend Your or any End User's right to access or use any portion or all of the Services immediately upon notice to You if we determine:
- a. You or an End User's use of the Services (i) poses a security risk to the Services or any third-party, (ii) may adversely impact the Services or the systems or Content of any other Shadologies customer, or (iii) may subject us, our affiliates, or any third-party to liability;
 - b. You are, or any End User is, in breach of this Agreement,
 - c. You are delinquent on Your payment obligations for more than three (3) days; or
 - d. You have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.
- 11.2. **Effect of Suspension.** If Shadologies suspends Your right to access or use any portion or all of the Services:



- a. You remain responsible for all fees and charges You have incurred through the date of suspension;
- b. You remain responsible for any applicable fees and charges for any Services to which You continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension;
- c. Shadologies will not erase any of Your Content as a result of Your suspension, except as specified elsewhere in this Agreement.
- d. Any such suspension shall not be a breach by Shadologies of this Agreement.

11.3. **Post-Suspension Assistance.** Unless Shadologies suspends Your use of the Services pursuant to Clause 14.5 or 14.6, during the 30 Days following suspension:

- a. Shadologies will not erase any of Your Content as a result of the suspension.
- b. You may retrieve Your Content from the Services only if You have paid any charges for any post-suspension use of Services and all other amounts due; and
- c. Shadologies will provide You with the same post-suspension assistance that generally make available to all customers. Any additional post-suspension assistance from Shadologies is subject to mutual agreement by You and Shadologies and additional Services Fee may apply.

11.4. **Re-activation Fee.** In the event of a suspension, Shadologies reserves the right to charge You a fee for the Re-activation of the Services in accordance to Appendix-I.

12. Termination

12.1. **Termination.** Shadologies may terminate this Agreement immediately upon Thirty (30) day's notice to You:

- a. if Shadologies' relationship with a third-party partner who provides software or other technology Shadologies use to provide the Services expires, terminates or requires Shadologies to change the way Shadologies provide the software or other technology as part of the Services,
- b. if Shadologies believes providing the Services could create a substantial economic or technical burden or material security risk for Shadologies,
- c. in order to comply with the law or requests of governmental entities, or
- d. if Shadologies determine use of the Services by You or any End Users or Shadologies' provision of any of the Services to You or any End Users has become impractical or unfeasible for any legal or regulatory reason, or
- e. without having to give any reason.

12.2. **Immediate Termination.** Shadologies reserves the right to refuse services to anyone. Shadologies, in its sole discretion, may immediately terminate this Agreement if:

- a. You engaged in any of the activities as spelled out but not limited to in Clause 14 above;
or



- b. Shadologies or You commits a material breach of its obligations under this Agreement which is incapable of remedy; or
 - c. Shadologies or You commits a material breach of its obligations under this Agreement which is capable of remedy but which is not remedied within thirty (30) days after the receipt of written notice of default from the other party; or
 - d. Shadologies or You is insolvent or takes any corporate action, or other steps are taken or legal proceedings are commenced for its winding up, liquidation or dissolution (other than for the purposes of solvent reconstruction on terms approved by the party proposing to terminate this Agreement) or for the appointment of a receiver, receiver and manager, official manager, liquidation, provisional liquidator, trustee or similar officer of it or of any or all of its revenues and assets, or
 - e. in the event any equipment or combination thereof, including hardware and software used by Shadologies in offering of its Services, become affected in their performance and/or functionality so as to render it impossible for Shadologies to continue to provide the Services. In such event the sole extent of Shadologies liability shall be the refund of any advance Subscription Fees paid by You for the duration of the interruption prior to termination.
- 12.3. **Termination Due to None Payment of Renewal Fees.** Shadologies may terminate this Agreement if You fail to pay for the renewal fees of its Services on time upon renewal.
- 12.4. **Service Cancellation Prior to Renewal.** You may cancel automatic renewal of the Service by contacting customer service or Your account manager.
- 12.5. **Service Cancellation Information Page.** You may terminate this Agreement or any renewed Service plan by giving Shadologies thirty (30) days prior written notice to Shadologies subject to the terms and conditions of this Agreement. If You are terminating this Agreement, You must follow instructions for cancellation provided on the Service Cancellation Information page as published on Shadologies Website.
- 12.6. **Termination Due to None Compliance by Customer.** If the Agreement or Services is terminated by You or by Shadologies due to non-compliance by You of any provisions in this Agreement prior to the expiry of the Initial Term, You shall pay Shadologies in full all charges, fees and rentals for the remainder of the said term.
- 12.7. **Fees.** On termination of this Agreement, You shall pay Shadologies:
- a. all amounts invoiced to You in accordance with this Agreement and unpaid as at the termination date together with the interest charged on those amounts; and
 - b. all amounts incurred by You but not invoiced to You as at the termination date.
- 12.8. **Rights.** Termination of this Agreement by either You or Shadologies for any reason whatsoever shall be without prejudice to any other rights, remedies or claims Shadologies may have against



You under this Agreement or at law in respect of any antecedent breach by You of any provision of this Agreement.

- 12.9. **Effect of Termination.** Upon termination, expiration or cancellation of Your Services:
- You remain responsible for all fees and charges You have incurred prior the date of termination;
 - You remain responsible for any applicable fees and charges for any Services to which You continue to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of termination;
 - Shadologies will erase ALL of Your Content as a result of Your termination, except as specified elsewhere in this Agreement.
 - Any such termination shall not be a breach by Shadologies of this Agreement.
- 12.10. **None Guaranteed Renewal.** Shadologies does not guarantee that it will be successful in its application for the Requested Domain Name Renewal of Domain Name that is expired or falls under Domain Redemption Period.

13. Proprietary Rights

- 13.1. **Your Content.** As between You and Shadologies, You or Your licensors own all rights, titles, and interests in and to Your Content. "Your Content" includes information, text, photo, video, email and other content posted, uploaded, published, displayed and distributed by You or Your licensors on or through the Services. We obtain no rights under this Agreement from You or Your licensors to Your Content, including any related intellectual property rights. You consent to Shadologies use of Your Content to provide the Services to You and Your End Users. Shadologies may disclose Your Content to provide the Services to You or Your End Users or to comply with any request of a governmental or regulatory body (including subpoenas or court orders).
- 13.2. **Adequate Rights.** You represent and warrant to Shadologies that:
- You or Your licensors own all rights, titles, and interests in and to Your Content and Your Submissions;
 - You have all rights in Your Content and Your Submissions necessary to grant the rights contemplated by this Agreement; and
- 13.3. **Services License.** As between You and Shadologies, Shadologies or its affiliates or licensors own and reserve all rights, titles, and interests in and to the Services. Shadologies grants You a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following during the Term:
- Access and use the Services solely in accordance with this Agreement; and
 - Copy and use the Shadologies Content solely in connection with Your permitted use of the Services. Except as provided in this Section, You obtain no rights under this Agreement

from Shadologies or its licensors to the Services, including any related intellectual property rights. Some Shadologies Content may be provided to You under a separate license in which case that license will govern Your use of that Shadologies Content.

- 13.4. **License Restrictions.** Neither You nor any End User may use the Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither You nor any End User may, or may attempt to:
- a. Modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services (except to the extent software included in the Services are provided to You under a separate license that expressly permits the creation of derivative works), or
 - b. Reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services, or
 - c. Access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas.
- 13.5. **Use of Licenses.** All licenses granted to You in this Agreement are conditional on Your continued compliance this Agreement, and will immediately and automatically terminate if You do not comply with any term or condition of this Agreement. During and after the Term, You will not assert, nor will You authorize, assist, or encourage any third-party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Services You have used.
- 13.6. **Publicity.** Shadologies may use Your name, logo or trademark on its Website, social media or any media or material to advertise or promote its services.

14. Suggestions

- 14.1. If You provide any Suggestions to Shadologies or its affiliates, Shadologies will own all rights, titles, and interests in and to the Suggestions, even if You have designated the Suggestions as confidential. Shadologies and its affiliates will be entitled to use the Suggestions without restriction. You hereby irrevocably assign to Shadologies all rights, titles, and interests in and to the Suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the Suggestions.

15. Indemnity

- 15.1. You will defend, indemnify, and hold harmless Shadologies, its affiliates and licensors, and each of their respective employees, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning:



- a. Your or any End Users' use of the Services (including any activities under Your account and use by Your employees and personnel);
- b. Breach of this Agreement or violation of applicable law by You or any End User;
- c. Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use, development, design, production, advertising or marketing of Your Content; or
- d. A dispute between You and any End User. If Shadologies or its affiliates are obligated to respond to a third-party subpoena or other compulsory legal order or process described above, You will also reimburse Shadologies for reasonable attorneys' fees, as well as Shadologies employees' and contractors' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at Shadologies then-current hourly rates.

16. Modifications to the Agreement.

- 16.1. Shadologies may from time to time, vary or modify the terms and conditions of this Agreement (including any Policies) by posting a revised version on the Shadologies Website. The modified terms will become effective upon posting or, if Shadologies notifies You by email, as stated in the email message. By continuing to use the Services after the effective date of any modifications to this Agreement, You agree to be bound by the modified terms. It is Your responsibility to check the Shadologies Website regularly for modifications to this Agreement. Shadologies last modified this Agreement on the date listed at the beginning of this Agreement.

17. Notice

- 17.1. **Notice To You.** Shadologies may provide any notice to You under this Agreement by:
 - a. Posting a notice on the Shadologies Website; or
 - b. Sending a message to the email address that associated with Your. Notices we provide by posting on the Shadologies Website will be effective upon posting and notices we provide by email will be effective when we send the email. It is Your responsibility to keep Your email address current. You will be deemed to have received any email sent to the email address then associated with Your account when we send the email, whether or not You actually receive the email.
- 17.2. **Notice To Us.** To give us notice under this Agreement, You must contact Shadologies as follows:
 - a. By email to support@shadologies.com.
- 17.3. **Update of Contact Information.** We may update the facsimile number or address for notices to us by posting a notice on the Shadologies Website. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier

will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.

- 17.4. **Language.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

18. Law And Jurisdiction

- 18.1. **Governing Law.** This Agreement shall be governed and construed in all respects in accordance with the laws of Malaysia and the parties hereto hereby submit to the jurisdiction of the Courts of Malaysia.

19. Force Majeure

- 19.1. We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, fire, flood, theft, labour disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

20. General

- 20.1. Additional terms and conditions and policies set out in Shadologies Website are in addition to this Agreement and Shadologies reserves the right to revise those terms and conditions from time to time. In the event of any conflict or inconsistencies between the provisions of this Agreement and any terms and conditions set out in Shadologies Website, the terms and conditions set out in Shadologies Website shall prevail.
- 20.2. In the event of an invoice dispute, You shall pay all undisputed amounts on the invoice due date. To the extent that You dispute any portion of the invoice, You shall notify Shadologies in writing and provide documentation supporting Your dispute before the invoice due date or Your right to any billing adjustment shall be waived. If the dispute is resolved against You, You shall pay such amount due plus interest as set forth in this Agreement from the date the payment was originally due.
- 20.3. All information provided or communicated by Shadologies to You under this Agreement ("**Confidential Information**") shall be treated as confidential by You. You shall not disclose any Confidential Information, in whole or in part, to any third-party except (i) as explicitly authorised by Shadologies, or (ii) to the extent required by law or regulation or order of a court, tribunal, government authority or competent jurisdiction. The obligation on confidentiality shall remain in force for a period stated of three (3) years from the disclosure of such Confidential Information notwithstanding termination or expiry of this Agreement.

- 20.4. This Agreement shall bind the parties' permitted assigns, representatives and successor in title.
- 20.5. This Agreement shall supersede any prior arrangement and/or agreement, warranty or representative made between You and Shadologies.
- 20.6. Any indulgence given or action not immediately taken by Shadologies shall not be construed as a waiver of or prejudice any of Shadologies' rights herein provided.
- 20.7. If any of the provisions of this Agreement shall be determined to be invalid, void, illegal or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Contract shall continue to be in full force and effect.
- 20.8. You, Your employee, agent and representative agree to (a) comply with, not violate or not cause Shadologies or its affiliates to violate all applicable laws and regulations (including Malaysian Anti-Corruption Commission Act 2009, intellectual property and export control laws in using and accessing the Services); and (b) not, directly or indirectly, pay or receive bribes or transfer anything of value or influence, induce or reward any act or omission of act of any person or legal entity in order to secure or obtain business advantage for Shadologies or its affiliates.
- 20.9. This Agreement will apply to the Services. Unless otherwise specified, to the extend there is any conflict between this Agreement and any business document (such as a payment invoice) You have issued or electronic invoicing portal made available to Shadologies ("Document"), this Agreement will take precedence. The Document is for administrative purpose only and has no legal effect. This provision will survive the expiration or termination of the Service plan purchased.
- 20.10. This Agreement by whatever means accepted (including electronic), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if they were an original signed version and delivered in person. Delivery of a copy of the Agreement or any other document contemplated hereby, bearing an electronic signature by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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Appendix-I

	Malaysia	Outside of Malaysia
Late Payment Interest	1.5% per month	The exchange rate is based on the Foreign Exchange Rates specified on HLB Malaysia website .
Minimum Late Fee	MYR 30.00	
Returned Item Fee	MYR 50.00	
Re-Activation Fee	MYR 100.00	
Cancellation Fee	MYR 50.00 or One (1) month Services fee	