



**SHADOW**  
SOFTWARE USA™

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# Terms and Conditions

**Effective Date:** 2024-12-03 (Updated for Cryptocurrency Financial Instruments on 2025-01-19)

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## General

By downloading or using the website, app, or any associated platform, you agree to the following terms. Shadow Software LLC, hereinafter referred to as "we," provides software solutions for mobile apps and websites, primarily focused on meal delivery businesses. However, we now also offer cryptocurrency financial instruments for sale through our network of websites. We do not assume any liability for matters related to food or delivery services. The use of our software and services, including the purchase and trade of Crypto Instruments, is entirely at your own discretion.

You may not copy, modify, or attempt to extract the source code of the app, translate the app into other languages, or create derivative versions. The website, app, and associated platforms, along with all associated trademarks, copyrights, and other intellectual property rights, belong to Shadow Software LLC.

The app provided by Shadow Software LLC is a white-label app, and clients do not have exclusive rights to its use, design, or functionality. As such, you may use the app for your meal delivery business or engage in cryptocurrency transactions, but you do not have ownership or exclusivity over its features and appearance.

We reserve the right to make changes to the app or charge for its services at any time and for any reason, while ensuring transparency about any applicable charges.

The website, app, or platform collects and processes personal data you provide to us to deliver our services. It is your responsibility to maintain the security of your phone and access to the app. We advise against jailbreaking or rooting your phone, as it may compromise your phone's security and functionality with the website or app.

Please be aware that we are not liable for any loss of functionality if the app requires an active internet connection, whether through Wi-Fi or your mobile network provider. Any charges imposed by your mobile network provider or other third parties for data usage while accessing the app are your responsibility, including roaming data charges if you use the app outside your home territory without disabling data roaming. If you are not the bill payer for the device, ensure you have the bill payer's permission to use the app.

Furthermore, Shadow Software LLC is not responsible for the condition of your device or any consequences arising from the app's usage, such as device battery depletion.

While we strive to keep the app updated and accurate, we rely on third-party information and cannot be held liable for any loss, direct or indirect, resulting from reliance on the app's functionality.

We may release updates for the app, and it is your responsibility to download these updates to continue using the app. However, we do not guarantee continuous updates or the ongoing availability of the app. We reserve the right to terminate the app's use at any time without notice.

Please note that the website or app is the intellectual property of Shadow Software LLC, and we shall not be held liable for any harm caused by the ingestion of food purchased through the website or family of websites and applications. Similarly, we are not responsible for actions taken by couriers delivering items purchased through a

website or application. The website or app solely provides software solutions and outsources all food and delivery services to independent partners.

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## **SMS Messaging Program Terms and Conditions**

You can cancel the SMS service at any time. Simply text “STOP” to the shortcode. Upon sending “STOP,” we will confirm your unsubscribe status via SMS. Following this confirmation, you will no longer receive SMS messages from us. To rejoin, sign up as you did initially, and we will resume sending SMS messages to you.

If you experience issues with the messaging program, reply with the keyword HELP for more assistance, or reach out directly to +1 (855) 705-7151.

- Carriers are not liable for delayed or undelivered messages.
  - As always, message and data rates may apply for messages sent to you from us and to us from you. Message frequency varies.
  - For questions about your text plan or data plan, contact your wireless provider.
  - For privacy-related inquiries, please refer to our privacy policy.
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## **Limitation of Liability**

You agree that Shadow Software LLC shall not be liable for any direct, indirect, incidental, consequential, or punitive damages, including but not limited to lost profits, lost data, or business interruption, arising from the use or inability to use the app, website, or services. This includes, but is not limited to, any financial loss incurred through the purchase, sale, or trade of Crypto Instruments on our platform. We do not assume liability for market fluctuations, losses, or volatility associated with cryptocurrency transactions.

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## **Indemnification**

You agree to indemnify and hold Shadow Software LLC harmless from any claims, losses, damages, liabilities, costs, and expenses, including attorney fees, arising from your use of the app, website, or platform, including any violation of the Terms and Conditions or any illegal activities related to cryptocurrency transactions.

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## **Service Interruptions**

Shadow Software LLC does not guarantee continuous, uninterrupted access to the app or website and shall not be liable for any temporary unavailability or interruptions in the service, including disruptions that may impact cryptocurrency transactions.

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## **No Warranties**

The app, website, and platform are provided on an “as is” and “as available” basis. Shadow Software LLC disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee the accuracy, reliability, or performance of any Crypto Instruments listed on our platform.

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## **Compliance with Laws**

You agree to use the app, website, and platform in compliance with all applicable laws and regulations, including cryptocurrency-specific laws in your jurisdiction. You acknowledge that you are solely responsible for any legal consequences resulting from your use of the service, particularly with regard to cryptocurrency transactions.

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## **Termination**

Shadow Software LLC reserves the right to terminate your access to the app, website, or platform for non-payment, violation of these terms, or for any reason at our discretion. This includes terminating access to cryptocurrency services.

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## **Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Florida, USA, without regard to its conflict of law principles.

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## **Entire Agreement**

These Terms and Conditions constitute the entire agreement between you and Shadow Software LLC regarding the use of the app, website, and platform, including both Consultancy Services and Crypto Instruments. They supersede any prior agreements or understandings related to these services.

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## Changes to These Terms and Conditions

We may update our Terms and Conditions periodically. It is your responsibility to review this page regularly for any changes. We will notify you of any updates by posting the revised Terms and Conditions on this page.

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## Contact Us

For any questions or suggestions about our Terms and Conditions, feel free to contact us at: [legal@shadowsoftware.com](mailto:legal@shadowsoftware.com)

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## Definitions (Expanded)

- **"Consultancy Services"**: Professional software consultancy services for mobile apps, websites, and software solutions, particularly related to meal delivery businesses.
- **"Crypto Instruments"**: Cryptocurrency products and digital financial instruments (tokens, coins, digital assets, and derivatives) available for purchase, trade, and investment on our platform.
- **"User"**: Any individual or entity using our platform to access consultancy services, purchase, trade, or hold Crypto Instruments.
- **"Platform"**: The network of websites, apps, and associated tools offered by Shadow Software LLC, including both the Consultancy Services and Crypto Instruments offerings.
- **"Account"**: The user account created on our platform to access services, including cryptocurrency transactions and other features.

- **"Transaction"**: Any purchase, sale, trade, or transfer of Crypto Instruments made by the User.
- **"App"**: The mobile app or software provided by Shadow Software LLC to access both Consultancy Services and Crypto Instruments.
- **"Third-Party Partners"**: Independent businesses or contractors who provide services outside of Shadow Software LLC's direct control, including but not limited to food delivery and logistics services.

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By continuing to use our services, you acknowledge that you have read and understood these updated Terms and Conditions and agree to abide by them.