



TERMS & CONDITIONS • GETSHADOWS.COM

Terms & Conditions

The terms that govern your use of the Shadows platform

WEBSITE	getshadows.com
COMPANY	Shadow LTD, Tel Aviv, Israel
EFFECTIVE DATE	October 22, 2026
LAST UPDATED	October 22, 2026 (replaces the version of June 14, 2026)
GOVERNING LAW	State of Israel
CONTACT	legal@getshadows.com privacy and data protection: privacy@getshadows.com

These Terms & Conditions ("**Terms**") form a binding agreement between you and **Shadow LTD** ("**Shadows**", "we", "us", or "our") and govern your access to and use of **getshadows.com** and the Shadows deal-acceleration platform, including the AI sales agent assigned to each deal (a "**Shadow**") and any related products, applications, and services (together, the "**Service**"). By accessing or using the Service, you agree to these Terms and to our Privacy Policy. If you do not agree, do not use the Service. Where you and Shadows have signed an order form or master subscription agreement, that agreement prevails over these Terms to the extent of any conflict.

1. ELIGIBILITY

The Service is intended for business use. You must be at least 16 years old (or the age of digital consent in your jurisdiction) and able to form a binding contract to use the Service. If you use the Service on behalf of an organization ("**Customer**"), you represent that you are authorized to bind that organization to these Terms, and "you" refers to that organization and its authorized users.

2. ACCOUNTS AND REGISTRATION

To use certain features you must create an account. You agree to:

- (a) provide accurate, current, and complete information and keep it up to date;
- (b) keep your login credentials confidential and secure, and use multi-factor or single sign-on authentication where we make it available;
- (c) accept responsibility for all activity that occurs under your account; and
- (d) notify us promptly at legal@getshadows.com of any unauthorized use of your account.

3. LICENSE TO USE THE SERVICE

Subject to these Terms and payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your internal business purposes during your subscription term. We reserve all rights not expressly granted to you.

4. ACCEPTABLE USE

You agree not to:

- (a) violate any applicable law, including anti-spam, marketing-consent and data protection laws, or the rights of any third party;
- (b) upload malware or otherwise interfere with or disrupt the integrity or performance of the Service;
- (c) attempt to gain unauthorized access to the Service or its related systems, or reverse engineer any part of it;
- (d) use the Service, or instruct a Shadow, to generate or distribute unlawful, harmful, infringing, deceptive, or abusive content, or to impersonate any person;
- (e) scrape, harvest, or collect data from the Service except as expressly permitted;
- (f) submit special categories of personal data (such as health data) unless we have agreed to it in writing; or
- (g) resell, sublicense, or use the Service to build a competing product without our written authorization.

5. CUSTOMER DATA

"Customer Data" means any content and data you or your users submit to or through the Service, including CRM records, buyer contacts and deal communications. You retain ownership of your Customer Data. You grant us a worldwide, non-exclusive, royalty-free license to host, store, reproduce, and process Customer Data only as necessary to provide, secure, support and improve the Service for you. You are responsible for your Customer Data and represent that you have all rights, notices and lawful bases needed to submit it, including for the buyers and prospects a Shadow engages with on your behalf. **We do not use Customer Data to train AI models made available to other customers, and we do not sell Customer Data.**

6. DATA PROTECTION

To the extent we process personal data contained in Customer Data on your behalf, we act as your processor, and our Data Processing Addendum ("**DPA**"), including the EU Standard Contractual Clauses where applicable, forms part of these Terms. The DPA is available on request at privacy@getshadows.com. Our handling of personal data for which we are the controller (for example, account and website data) is described in our Privacy Policy at getshadows.com/privacy-policy. Our Data Protection Officer can be reached at privacy@getshadows.com.

7. SECURITY AND CONFIDENTIALITY

We maintain administrative, technical and organizational safeguards designed to protect Customer Data, including encryption in transit and at rest, access controls with multi-factor authentication, logging and monitoring, and a security program aligned with SOC 2. We will notify you without undue delay, and in any event within 48 hours, after becoming aware of a personal data breach affecting

your Customer Data. Each party will keep the other's non-public business, technical and financial information confidential and use it only to perform under these Terms.

8. AI-GENERATED OUTPUT AND AGENT ACTIONS

The Service uses artificial intelligence to generate outputs and, where you enable it, to communicate with your buyers on your behalf ("**Output**"). You acknowledge and agree that:

- (a) subject to these Terms and your payment of any applicable fees, we assign to you whatever rights we may have in the Output you generate;
- (b) Output is not necessarily unique, and the Service may generate similar output for other users;
- (c) Output may be inaccurate, incomplete, or inappropriate; you are responsible for configuring your Shadows, reviewing Output, and the messages sent on your behalf;
- (d) you are responsible for ensuring that your use of Output, and any communications sent to buyers, comply with applicable law, including disclosure of AI use where required; and
- (e) Output is not professional advice and should not be relied on as legal, medical, financial, or other professional advice.

9. SUBSCRIPTIONS, FEES, AND PAYMENT

- (a) paid plans are billed in advance on a recurring basis (monthly or annually, as selected or as set out in your order form);
- (b) subscriptions renew automatically unless cancelled before the end of the current billing period;
- (c) you authorize us and our payment processor to charge your chosen payment method, or to invoice you, for all applicable fees;
- (d) fees are non-refundable except where required by law or expressly stated by us;
- (e) we may change our fees on prior notice, effective at the start of the next billing period; and
- (f) you are responsible for any taxes associated with your use of the Service, other than taxes on our income.

10. SERVICE LEVELS AND SUPPORT

We will use commercially reasonable efforts to make the Service available and to respond to support requests in line with our Service Level Addendum, which applies to paid subscriptions and is available on request. Planned maintenance will be announced in advance where reasonably possible.

11. INTELLECTUAL PROPERTY

The Service and all associated software, text, graphics, logos, and trademarks (including the Shadows names and marks) are owned by us or our licensors and are protected by intellectual property laws. If you send us feedback, we may use it without obligation to you. Except for the limited license expressly granted in these Terms, nothing transfers any right, title, or interest in the Service to you.

12. THIRD-PARTY SERVICES

The Service may integrate with or link to third-party products and services that we do not control, such as your CRM, email or calendar. Your use of those services is governed by their own terms, and we are not responsible or liable for them. When you connect an integration, you authorize us to access and process the data it makes available as needed to provide the Service.

13. PRIVACY

Our collection and use of personal information in connection with the Service is described in our Privacy Policy at getshadows.com/privacy-policy, which is incorporated into these Terms by reference.

14. TERM AND TERMINATION

These Terms apply while you access or use the Service. You may stop using the Service at any time. We may suspend or terminate your access if you breach these Terms, fail to pay fees when due, or to protect the Service, its users, or Shadows; where reasonable we will give notice first. Upon termination, your right to use the Service ends. For 30 days after termination you may request an export or return of your Customer Data; we will then delete it within 90 days of termination in accordance with the DPA, unless the law requires us to keep it. Provisions that by their nature should survive termination will survive.

15. DISCLAIMERS

Except as expressly stated in these Terms, the Service and all Output are provided "AS IS" and "AS AVAILABLE" without warranties of any kind, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, and accuracy. We do not warrant that the Service will be uninterrupted, secure, or error-free, or that any Output will be accurate or reliable.

16. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Shadows and its affiliates, officers, employees, and agents will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenue, data, or goodwill, arising out of or relating to the Service or these Terms. Our total aggregate liability for any claim will not exceed the greater of the amounts you paid us for the Service in the twelve (12) months preceding the claim or one hundred US dollars (US\$100). Nothing in these Terms limits liability that cannot be limited under applicable law.

17. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Shadows and its affiliates from and against any claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising out of or related to your use of the Service, your Customer Data, communications sent on your instructions, or your breach of these Terms or applicable law.

18. CHANGES TO THE SERVICE AND TERMS

We may modify, suspend, or discontinue features of the Service. We may also update these Terms from time to time; when we do, we will revise the Last Updated date above and, for material changes, provide reasonable prior notice through the Service or by email. Your continued use of the Service after the changes take effect constitutes acceptance of the updated Terms.

19. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms are governed by and construed in accordance with the laws of the State of Israel, without regard to its conflict-of-laws principles. The competent courts of Tel Aviv-Jaffa will have exclusive jurisdiction over any dispute arising out of or relating to these Terms or the Service, and you consent to the personal jurisdiction of those courts.

20. GENERAL PROVISIONS

- (a) Entire Agreement.** These Terms, the DPA, the Privacy Policy and any order form constitute the entire agreement between you and us regarding the Service and supersede all prior agreements and understandings.
- (b) Severability.** If any provision is held unenforceable, the remaining provisions will remain in full force and effect.
- (c) Assignment.** You may not assign these Terms without our prior written consent; we may assign them in connection with a merger, acquisition, or sale of assets.
- (d) Waiver.** Our failure to enforce any provision is not a waiver of our right to enforce it later.
- (e) Force Majeure.** Neither party is liable for any delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control.
- (f) Notices.** We may provide notices to you through the Service or to the email address associated with your account; notices to us must be sent to legal@getshadows.com.

21. CONTACT US

If you have any questions about these Terms, contact us at:

- (a)** Email: legal@getshadows.com
- (b)** Privacy and data protection (DPO): privacy@getshadows.com
- (c)** Mail: Shadow LTD, Tel Aviv, Israel