Refund policy

Last updated: November 30, 2025

Article 1 – Identity of the Trader

This Refund Policy applies to the supply of the Shepherd application and related digital services by:

T-APPS B.V., acting under the trade name "Shepherd"
Koningin Wilhelminaplein 1
1062 HG Amsterdam
The Netherlands

T-APPS B.V. is a private limited liability company incorporated under Dutch law and registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under number [to be inserted]. Shepherd is a brand and product line of T-APPS B.V.

This Refund Policy forms an integral part of the contractual relationship between T-APPS B.V. and the end-user ("User", "you"), alongside the Terms of Use and the Privacy Policy. Where this Refund Policy uses capitalised terms, these have the meaning given in the Terms of Use unless expressly stated otherwise.

Article 2 – Scope, Nature of the Service and Relationship with Dutch Law

This Refund Policy governs all requests for refunds in connection with paid access to the Shepherd application and related digital services, regardless of whether the User acts as a Consumer or as a Business User.

Shepherd is a purely digital product within the meaning of Dutch and EU law. The subscription qualifies as a contract for the supply of "digital content" and/or a "digital service" as regulated in Title 1AA of Book 7 of the Dutch Civil Code ("Burgerlijk Wetboek", "BW"), which implements Directive (EU) 2019/770 on contracts for the supply of digital content and digital services. The subscription is also a distance contract within the meaning of Articles 6:230g–6:230z BW (Section 2B of Title 5 of Book 6 BW), implementing Directive 2011/83/EU on consumer rights, including the statutory right of withdrawal laid down in Article 6:230o BW and the rules on refunds in Articles 6:230r–6:230s BW.

T-Apps B.V. deliberately does not invoke the exception for digital content not supplied on a tangible medium contained in Article 6:230p BW (implementing Article 16(m) of Directive 2011/83/EU). This means that Consumers retain a statutory right of withdrawal of fourteen (14) days from the conclusion of the subscription contract, even though Shepherd is supplied as digital content/digital service and performance starts immediately.

Business Users (Users acting for purposes relating to their trade, business or profession) do not benefit from this statutory right of withdrawal under Articles 6:230o–6:230s BW and cannot rely on the 14-day withdrawal regime described in this Refund Policy, unless T-Apps B.V. explicitly grants such a right on a purely contractual and discretionary basis.

Nothing in this Refund Policy is intended to exclude or limit any mandatory right which a Consumer may have under Dutch or EU law. To the extent that any clause in this Policy conflicts with a mandatory rule of law, that clause shall be interpreted, restricted or deemed not written, while the remaining provisions continue to apply. Wherever the law allows contractual freedom, this Policy is intended to operate in favour of T-Apps B.V. as trader.

Article 3 – Subscription Model, Free Trial and General Principle

Shepherd is provided on the basis of a recurring subscription. Unless expressly indicated otherwise at the time of purchase, the standard subscription model is a weekly subscription billed in advance at a fee of USD 1.99 (or the equivalent amount in your local currency as displayed at checkout) per week, following an initial free trial period.

The initial free trial period lasts seven (7) consecutive calendar days. During this free trial:

- no subscription fee is charged;
- you may install and test Shepherd under the Terms of Use; and
- you may cancel at any time before the end of the free trial. If you cancel in time, no paid subscription starts and no payment is collected.

For Consumers, the subscription qualifies as a distance contract under Article 6:230g BW, and the statutory right of withdrawal in Article 6:230o BW applies. The withdrawal period is fourteen (14) days and begins on the day after the subscription contract is concluded (i.e. the moment you complete the subscription registration and confirm your payment details), irrespective of the fact that the first seven days may be offered as a free trial.

The general commercial principle of this Refund Policy is that subscription fees are not refunded once they have been validly charged, except where:

1. a Consumer validly exercises the statutory right of withdrawal within the 14-day withdrawal period; or
2. T-Apps B.V. is compelled to refund by another mandatory provision of Dutch or EU law; or
3. T-Apps B.V. chooses, at its sole discretion, to grant a refund or credit as a goodwill gesture.

Where a Consumer validly withdraws from the subscription contract within the 14-day period and the right of withdrawal has not been validly waived under Article 6:230p BW (which Shepherd does not use), T-Apps B.V. will refund all payments received from that Consumer in connection with the subscription.

Article 4 – Free Trial and Absence of Refund During the Trial

The initial period of seven (7) days is a free trial period. During this period:

- you are not charged any subscription fee;
- you may use Shepherd under the conditions of the Terms of Use;
- you may cancel at any time with immediate effect through the account or subscription settings indicated in the Terms of Use and on the website.

Because no payment is collected during the free trial, no "refund" can arise in a literal sense for that period. If you cancel before the trial expires, the subscription simply ends at the end of the trial, and no fees are charged at all.

For clarity, T-APPS B.V. does not provide refunds for the free trial itself, nor any form of monetary compensation for the time invested by the User in installing or testing the application during this period. The trial is considered the designated moment for you to evaluate whether the service meets your expectations without financial risk.

Article 5 – Commencement of the Paid Subscription and Loss of Right of Withdrawal

5.1 Immediate commencement of the digital service

When you register for Shepherd, link your payment method and confirm your subscription, you expressly request that T-Apps B.V. begins providing the digital service immediately. Shepherd is made available to you as soon as your Account is activated and may be used during the free trial and any subsequent paid period, subject to the Terms of Use.

Performance of the digital service therefore begins without delay and continues for as long as your subscription remains active, subject to any planned or unplanned downtime, maintenance or technical disruption.

5.2 Preservation of the Consumer's right of withdrawal

Notwithstanding the immediate commencement of performance, T-Apps B.V. does not rely on the waiver mechanism for digital content in Article 6:230p BW and does not ask Consumers to agree to the loss of their right of withdrawal. As a result, if you are a Consumer, you retain a statutory right to withdraw from the subscription contract within fourteen (14) days of its conclusion, in accordance with Article 6:230o BW.

To exercise this right, you must clearly and unambiguously inform T-Apps B.V. of your decision to withdraw within the 14-day period. You may use any of the communication channels indicated in this Refund Policy or in the Terms of Use. Use of a model withdrawal form is not mandatory, but you must provide sufficient information to identify your account and transaction. The burden of proof that the withdrawal was exercised in time rests with you.

5.3 Consequences of withdrawal for digital content / digital services

Because Shepherd is digital content/digital service and the right of withdrawal has not been validly waived, the EU consumer law framework as implemented in Dutch law requires that, in the event of a valid withdrawal within the 14-day period:

- T-Apps B.V. refunds all subscription payments received in connection with the contract that is being withdrawn from; and
- the Consumer does not owe any compensation, pro-rata amount or usage fee for the provision of the digital content/digital service prior to withdrawal.

This means that, if you are a Consumer and you withdraw validly within the 14-day statutory period, T-Apps B.V. will reimburse you in full for any subscription fees paid, even if you have used Shepherd during that period. Any clause or interpretation to the contrary shall be read in line with these mandatory rules and, where necessary, deemed not written.

5.4 Effect of withdrawal and distinction from ordinary termination

A valid withdrawal within the 14-day period terminates the subscription contract in accordance with Article 6:230r BW. T-Apps B.V. will refund all amounts due without undue delay and, in any event, within the statutory period (normally within 14 days of being informed of your decision to withdraw), using the same payment method you used for the original transaction, unless you expressly agree to a different method that does not entail additional costs for you.

Outside the 14-day withdrawal period, you may still terminate your subscription for the future at any time by cancelling it through your account settings. Such termination only has effect for future billing periods and does not entitle you to a refund of amounts already paid, except where explicitly provided in this Refund Policy or required by other mandatory provisions of Dutch law.

Article 6 – Non-Refundability of Subscription Fees

After the free trial has ended and the first paid billing period has begun, all subscription fees validly charged by T-Apps B.V. are, as a rule, final and non-refundable. In particular, to the maximum extent permitted by law, no refunds will be granted where:

- you cancel your subscription after the expiry of the 14-day statutory withdrawal period for Consumers;
- you cancel during an ongoing billing period and wish to be refunded for the remaining days of that period;
- you uninstall the application, disconnect your Telegram account or otherwise stop using Shepherd without formally cancelling your subscription;
- you fail to read or notice communications regarding renewals, upgrades or changes, provided that such communications have been sent to the contact details you supplied;
- the subscription is activated or used by anyone who had access to your device or your credentials with your knowledge or because you did not take reasonable steps to safeguard those credentials.

This non-refundability principle is expressly subject to the Consumer's statutory right of withdrawal for distance contracts under Article 6:230o BW. Where a Consumer validly exercises this right within the 14-day withdrawal period and the right of withdrawal has not been validly waived under Article 6:230p BW (which Shepherd does not use):

- T-Apps B.V. will refund all subscription payments received in connection with the withdrawn contract;
- T-Apps B.V. will not retain or charge any pro-rata amount or fee for the provision of the digital content/digital service before withdrawal, in line with the specific consumer protection rules applicable to digital content not supplied on a tangible medium.

For Business Users, no statutory right of withdrawal applies under Articles 6:230o–6:230s BW. For such users, subscription fees are strictly non-refundable once charged, except where T-Apps B.V. is obliged to refund by another mandatory rule of law or elects, at its sole discretion, to issue a refund, credit or other compensation as a gesture of goodwill. Any such gesture is ex gratia, creates no admission of liability and does not establish a precedent.

Article 7 – Defects, Non-Conformity and Legal Remedies

7.1 **Conformity of the digital service**

Under the Dutch Civil Code, as amended to implement Directive (EU) 2019/770, T-APPS B.V. is obliged to provide digital content and digital services that conform to the contract. This includes, in broad terms, that the digital service must possess the functional and security features that a consumer may reasonably expect, taking into account the nature of the service, the price and the statements made in the contract and pre-contractual information. These requirements are laid down in Title 1AA of Book 7 BW, including Article 7:50aa and following.

7.2 **Primary remedies: repair and updates**

If Shepherd does not function as contractually agreed, you must notify T-APPS B.V. without undue delay and provide detailed information, including error messages, screenshots and a description of your device configuration and usage. In line with Title 1AA of Book 7 BW, and to the fullest extent permitted by law, T-APPS B.V. is first entitled to remedy any lack of conformity by:

- providing updates, patches or configuration instructions;
- restoring or temporarily replacing functionalities within a reasonable period;
- offering work-arounds which ensure that the core functionality of Shepherd (intrusion alerts and notifications) remains available.

Only if and to the extent that remedy is impossible, disproportionate or fails within a reasonable period after you have properly notified T-APPS B.V., may you be entitled under Dutch law to a price reduction or termination of the contract, as provided by Title 1AA of Book 7 BW. In such cases, any refund will be limited to the portion of the subscription fee corresponding to the

period during which Shepherd demonstrably did not conform and could not reasonably be used, taking into account any free trial, any free extensions or other compensations already granted.

7.3 Exclusions from non-conformity

The following situations do not constitute non-conformity and therefore do not create a legal right to a refund:

- temporary unavailability due to maintenance, security updates or planned downtime announced with reasonable notice;
- issues caused by your own device, operating system, network, firewall or Telegram account, including misconfiguration, outdated software, jailbreak or rooting, or denial of access by third-party providers;
- failures resulting from misuse, use contrary to the Terms of Use or attempts to interfere with or circumvent security features;
- minor performance deviations, delays or visual defects that do not materially affect the core functionality of Shepherd.

To the extent the law requires otherwise in specific cases, T-APPS B.V. will comply with those legal obligations; however, where the law leaves room for interpretation, the above list shall be applied restrictively in favour of T-APPS B.V.

Article 8 – Chargebacks, Unauthorised Payments and Abuse of the Refund Mechanism

If you initiate a chargeback or reversal with your payment provider for a subscription fee that was validly charged under the Terms of Use, T-APPS B.V. may, without prejudice to other rights and remedies:

- suspend or terminate your access to Shepherd until the dispute is resolved;
- treat any unjustified chargeback as a breach of contract and, where lawful, seek reimbursement of the unpaid amounts, chargeback fees and reasonable collection costs;
- decline future refund requests where there are indications of abuse of the chargeback mechanism.

Article 9 – Commercial Goodwill and Non-Precedent Nature of Gestures

T-APPS B.V. may, entirely at its own discretion and without any legal obligation, decide to grant a full or partial refund, an account credit, a free extension of the subscription or another form of compensation in individual cases, for example as a gesture of goodwill.

Any such gesture:

- is voluntary and ex gratia;
- does not acknowledge any legal obligation, admission of liability or existence of non-conformity;

- does not create a precedent or legitimate expectation for future cases, even if the facts appear similar;
- does not alter the general principles of this Refund Policy, which remain fully applicable.

Article 10 – Procedure for Refund Requests

If you believe that you are entitled to a refund under this Policy or under mandatory law, you must submit a written request to T-APPS B.V. via the contact details provided on the Shepherd website and in the Terms of Use, stating at least:

1. your full name and the email address associated with your Shepherd account;
2. proof of payment, such as a payment confirmation or transaction ID, including date and amount;
3. a clear description of the reason for your request, including relevant dates, screenshots and explanation of any technical or legal issue relied upon;
4. where applicable, a reference to the statutory ground you invoke (for example alleged non-conformity under Book 7 BW).

T-APPS B.V. will acknowledge receipt of your request within a reasonable period and will normally respond substantively within thirty (30) days, unless a shorter or longer statutory period applies in the specific situation. T-APPS B.V. may request additional information or documentation if this is reasonably necessary to assess your request.

If T-APPS B.V. decides that a refund is legally required, the refund will be processed within the period required by law, normally using the same payment method you used for the original transaction, as required by Article 6:230r BW, unless you expressly agree to a different method that does not impose costs on you.

Article 11 – Applicable Law, Dispute Resolution and Language

This Refund Policy is governed exclusively by Dutch law.

Any dispute arising out of or in connection with this Refund Policy, the Terms of Use or the provision of Shepherd shall, to the extent permitted by law, be submitted in the first instance to the competent court in Amsterdam, the Netherlands, without prejudice to any mandatory consumer right you may have to bring proceedings before a court in your place of residence within the European Union.

This Refund Policy is drawn up in the English language. In the event of any translation, the English version shall prevail in case of inconsistency, without prejudice to any mandatory rule of law in the country of the consumer that grants precedence to a local language version.

Article 12 – Amendments to this Refund Policy

T-APPS B.V. reserves the right to amend this Refund Policy at any time in order to reflect changes in legislation, case law, Shepherd's business model or internal policies. The most recent version of the Refund Policy will always be published on the Shepherd website.

If an amendment materially affects your rights regarding refunds or statutory remedies, T-APPS B.V. will, where reasonably possible, notify you in advance via email, in-app notification or another appropriate channel. Continued use of Shepherd after the effective date of the amended Refund Policy constitutes your acceptance of the amended Policy. If you do not accept the amended Policy, your only remedy is to stop using Shepherd and cancel your subscription for the future in accordance with the Terms of Use.