

Terms of Use

Last updated: November 30, 2025

Article 1 – Definitions

For the purposes of these Terms of Use, the following terms shall have the meanings set out in this Article. “T-Apps”, “the Company”, “we”, “us” or “our” refers to T-Apps B.V., a private limited liability company incorporated under the laws of the Netherlands, with its statutory seat in Amsterdam and registered with the Dutch Chamber of Commerce under number 88586480, acting under the registered brand “Shepherd” and operating the Shepherd Anti-Theft Alarm software and the related website. “Shepherd”, “the Application” or “the App” refers to the anti-theft software solution made available by T-Apps, including all versions, builds, modules, libraries, updates, patches, APIs, configurations, server-side components and notification infrastructure, regardless of the device or operating system on which it is used.

“Website” refers to all websites, subdomains, web portals and online interfaces operated by T-Apps in relation to Shepherd, through which Users may download the Application, manage Accounts, purchase subscriptions or access support. “User”, “you” or “your” refers to any natural or legal person who downloads the Application from the Website, creates an Account, accesses or uses Shepherd in any manner, whether for personal, professional or business purposes. “Account” refers to the uniquely identifiable user profile created through the Website or the Application by registering an email address and password, and to which one or more devices and notification channels may be linked. “Subscription” refers to the paid, recurring access right to use Shepherd on a continuous basis in exchange for weekly fees as set out in Article 6.

“Free Trial” refers to the initial, time-limited period during which a User may access the Subscription at no charge, as further regulated in Article 7. “Telegram Integration” refers to the optional functionality through which a User may connect a Telegram account or chat identifier to Shepherd in order to receive alerts and notifications. “Services” refers collectively to the Application, the Website, the subscription infrastructure, notification delivery, support channels and all other products or services made available under the Shepherd brand. “Business User” refers to any User who uses Shepherd for business, professional, organisational or commercial purposes. “Consumer” refers to a User who uses Shepherd as a natural person and for purposes wholly or mainly outside their trade, business or profession.

Article 2 – Identity of the Operator

The Services are offered by:

T-Apps B.V.

acting under the brand “Shepherd”
Koningin Wilhelminaplein 1

1062 HG Amsterdam
The Netherlands
Chamber of Commerce (KvK): 88586480
E-mail: info@skendy.ai

T-Apps is the contractual counterparty for all Users and the sole operator of the Shepherd Application and Website.

Article 3 – Scope, Acceptance and Hierarchy

These Terms of Use govern all existing and future legal relationships between T-Apps and the User in relation to the download, installation, registration, access and use of Shepherd, the Subscription, the Free Trial, the Telegram Integration and any other Services offered by T-Apps, irrespective of the device or network used. By creating an Account, downloading the Application, subscribing to a plan or using the Services in any way, the User expressly acknowledges that they have read, understood and agree to be legally bound by these Terms.

Any general terms or conditions of the User, by whatever name or form, are expressly rejected and shall not apply, unless T-Apps has accepted them explicitly and in writing, and such acceptance shall in all cases be interpreted restrictively. In the event of a conflict between these Terms of Use and any other documentation, FAQ, marketing material, product description or communication, these Terms of Use shall prevail. In the event of a conflict between these Terms of Use and the Shepherd Privacy Policy, these Terms of Use govern the contractual relationship, while the Privacy Policy governs the manner in which Personal Data is processed.

T-Apps may amend these Terms of Use unilaterally at any time. The amended Terms shall apply to all new Subscriptions and, after notification or publication, to ongoing Subscriptions as far as legally permitted. If the User does not wish to accept an amendment, the User's sole remedy is to terminate the Subscription in accordance with Article 9.

Article 4 – Access to the Services and Technical Requirements

The User is responsible for ensuring that the Device, operating system, internet connection, security settings and technical environment meet the minimum requirements necessary to download, install and run Shepherd. T-Apps does not guarantee compatibility with all devices, versions, hardware configurations or security software and shall not be liable for any inability to install or use the Application caused by the User's environment, configurations or restrictions.

The User is responsible for maintaining their own internet access and for all costs associated with data traffic or connectivity. Shepherd may require an active internet connection to authenticate the User's Subscription, to synchronise certain settings or to route notifications, and the User accepts that interruptions in connectivity may temporarily or permanently impair the functionality of the Services without giving rise to any right to compensation.

Article 5 – Account Registration and Security

To access the Subscription, the User must create an Account via the Website or the Application by providing at least a valid email address and a password. The User guarantees that all information provided during registration and at any later point is accurate, complete and up to date. T-Apps is entitled to rely on the accuracy of the information provided and shall not be under any obligation to verify such information.

The User is solely responsible for maintaining the confidentiality of their login credentials and for all activities performed through their Account, whether authorised or not. The User shall take appropriate measures to prevent unauthorised access, including choosing a strong password and not sharing credentials with any third party. If the User suspects that their Account has been compromised, the User shall promptly change the password and notify T-Apps without delay. T-Apps shall not be liable for any damage arising from unauthorised access to the Account, unless such access is directly and solely attributable to gross negligence or wilful misconduct on the part of T-Apps.

T-Apps reserves the right, in its sole discretion, to refuse, block, suspend or delete Accounts that are suspected of misuse, fraud, unlawful activity, violation of these Terms or technical abuse of the Services.

Article 6 – Subscription Model and Fees

Access to Shepherd is provided on the basis of a recurring, automatically renewing Subscription. The standard Subscription fee is set at 1.99 USD (one US dollar and ninety-nine cents) per week or the equivalent amount in local currency as determined by T-Apps or its payment processor at the time of payment. All prices may be displayed in various currencies for convenience, but the actual charged amount shall be as indicated during checkout.

The Subscription fee grants the User a limited, non-exclusive, non-transferable and revocable right to use Shepherd for the period covered by each weekly billing cycle, subject to full compliance with these Terms and any other applicable policies. Unless otherwise stated, all prices are exclusive of applicable taxes, levies or duties, which may be added to the subscription fee depending on the User's location and applicable tax law.

T-Apps reserves the right to change Subscription fees, introduce new pricing tiers, promotional offers or discounts, or modify the structure of the Subscription at any time. Any price changes applicable to an existing Subscription will be communicated in advance, and the User shall have the right to terminate the Subscription prior to the next billing cycle. Continued use of the Services after the effective date of a price change constitutes acceptance of the new fee.

Article 7 – Free Trial

New Users may be offered a Free Trial period of seven (7) consecutive calendar days, during which they may access the Subscription without charge. T-Apps reserves the right to determine eligibility for the Free Trial at its sole discretion and may impose restrictions, such as limiting the

Free Trial to first-time Users, limiting the number of Devices or limiting the number of trials per household, person, payment method or organisation.

By activating the Free Trial, the User authorises T-Apps and its payment processor to begin charging the applicable weekly Subscription fee automatically at the end of the Free Trial, unless the User cancels the Subscription before the expiration of the trial period in accordance with Article 9. If the User does not cancel in time, the first paid billing cycle begins immediately after the Free Trial and the User is charged without further notice.

The Free Trial provides access to the same or similar functionality as the paid Subscription, but T-Apps may at any time restrict features, impose technical limits or change trial conditions without obligation to provide compensation.

Article 8 – Billing, Payments and Auto-Renewal

Subscription fees are billed in advance on a weekly basis and are collected through the payment method selected by the User during registration or subscription purchase. By subscribing, the User authorises T-Apps and its payment processor to charge the weekly Subscription fee automatically at the beginning of each billing cycle until the Subscription is cancelled in accordance with these Terms.

If a payment cannot be processed, for example due to insufficient funds, expired payment method or technical refusal, T-Apps may, at its discretion, suspend or restrict access to the Services, attempt to reprocess the payment, request a new payment method or terminate the Subscription. The User remains responsible for all unpaid fees accrued prior to termination.

The Subscription renews automatically at the end of each weekly period, unless the User cancels the Subscription before the start of the next billing cycle. Partial weeks are not prorated, and no refunds are issued for unused days when the User cancels mid-cycle, to the maximum extent permitted by applicable law.

The User is responsible for ensuring that the payment information remains accurate and up to date. T-Apps is not responsible for any fees or surcharges imposed by the User's bank, credit card issuer or payment provider.

Article 9 – Cancellation by the User and Termination by T-Apps

The User may cancel the Subscription at any time through the account management interface on the Website or via any other cancellation method explicitly made available by T-Apps. Cancellation will take effect at the end of the ongoing billing period; the User will retain access to the Subscription until that time and shall not be entitled to a refund for the remaining portion of the current billing period.

T-Apps may at any time, with or without notice, suspend, limit or terminate the User's access to the Services and/or the Subscription if the User breaches these Terms, uses the Services in an

unlawful or harmful manner, attempts to circumvent technical measures, engages in abusive behaviour or if T-Apps reasonably deems continuation of the Subscription to be no longer commercially or technically viable. In such cases, T-Apps shall not be obliged to refund any fees already paid, without prejudice to any other rights or remedies available to T-Apps under applicable law.

T-Apps further reserves the right to discontinue the Services entirely or in part. In the event of permanent discontinuation of all paid Services, T-Apps may, at its sole discretion, provide a pro-rated refund for any prepaid period not yet used, or offer alternative compensation. Such refund or compensation, if any, will constitute the User's sole and exclusive remedy.

Article 10 – Refunds and Right of Withdrawal

All Subscription fees are, to the fullest extent permitted by applicable law, non-refundable and non-creditable once the relevant billing cycle has commenced. T-Apps provides the Free Trial specifically to allow Users to evaluate Shepherd before incurring subscription charges. By continuing the Subscription beyond the Free Trial, the User acknowledges that they waive any general right to refunds for change of mind, dissatisfaction or unused time.

If the User qualifies as a Consumer under applicable EU or national legislation, any statutory right of withdrawal shall be applied in accordance with those laws. Insofar as the Services qualify as digital services supplied with the explicit consent of the Consumer and with the acknowledgement that the right of withdrawal may be lost once the service has begun, the User hereby expressly consents to the immediate start of the Services and acknowledges that any right of withdrawal may be limited or excluded to the extent permitted by law. Nothing in these Terms shall exclude mandatory Consumer rights that cannot be waived.

Article 11 – Licence and Permitted Use

Subject to the timely payment of all applicable Subscription fees and strict compliance with these Terms, T-Apps grants the User a limited, personal, non-exclusive, non-transferable, non-sublicensable and revocable licence to download, install and use Shepherd for its intended purpose as an anti-theft alarm application. This licence is restricted to the scope and duration of the active Subscription and shall automatically terminate upon cancellation, expiry or termination of the Subscription or Account.

The User may not, without the prior written consent of T-Apps, copy, adapt, modify, translate, reverse engineer, decompile, disassemble, attempt to derive the source code, create derivative works from, resell, distribute, rent, lease, lend, sub-license or otherwise make the Application or its components available to third parties. The User shall not remove, alter or obscure proprietary notices, trademarks or copyright statements within the Application.

Any use not expressly permitted under these Terms is prohibited. T-Apps reserves all rights not expressly granted.

Article 12 – Telegram Integration and Notifications

The User may choose to link a Telegram account or chat to Shepherd in order to receive alerts when suspicious activity or potential theft is detected on the Device. By activating the Telegram Integration, the User authorises T-Apps to process the technical identifiers necessary to deliver notifications, as further described in the Privacy Policy.

The User acknowledges that successful delivery of notifications via Telegram depends on factors outside the control of T-Apps, including the availability of Telegram's infrastructure, network conditions, Device settings and the User's own configuration. T-Apps does not guarantee the timely delivery, accuracy or completeness of any notification and shall not be liable for any failure to send or receive a notification, including in cases where such failure coincides with an actual theft or security incident.

Article 13 – Functionality, Service Level and Changes

Shepherd is intended as an anti-theft aid that assists the User in detecting suspicious activity on their Device. However, the Application does not constitute a security system, insurance product, guarantee of loss prevention or a monitored alarm service. The User understands and accepts that no software can prevent theft in all circumstances.

T-Apps does not guarantee permanent availability, uninterrupted operation, specific detection rates, compatibility with future operating system versions or the absence of bugs, defects, anomalies or interruptions. The Services may be temporarily or permanently modified, restricted or suspended for maintenance, upgrades, security updates, legal requirements or business reasons, without any obligation for T-Apps to provide compensation.

T-Apps may at any time introduce new features, modify existing functionality or remove features that it considers outdated, redundant or commercially unviable. The User shall not be entitled to any compensation, price reduction or refund solely on the basis of such modifications, provided the core anti-theft functionality remains reasonably available during the active Subscription period.

Article 14 – User Obligations and Prohibited Conduct

The User shall use Shepherd only for legitimate purposes and in accordance with these Terms and applicable law. The User is responsible for configuring the Application correctly, testing it in their own environment, adjusting sensitivity or settings where available, and combining the App with reasonable physical and operational security measures.

The User shall refrain from using the Services in any manner that is unlawful, infringes the rights of others, invades privacy, circumvents security measures, interferes with the infrastructure of T-Apps, or disrupts other Users or third parties. The User shall not use Shepherd for stalking, harassment, unauthorised monitoring, surveillance of individuals without consent or any other intrusive or abusive purposes.

In the event of suspected misuse, T-Apps may immediately suspend or terminate access, block the Account, and, where appropriate, report the matter to competent authorities.

Article 15 – Intellectual Property

All intellectual property rights in and to the Application, the Website, the underlying code, designs, logos, trademarks, trade names, texts, graphics, interfaces and other content, are and shall remain the exclusive property of T-Apps or its licensors. No title or ownership right is transferred to the User through the Subscription or through any use of the Services.

The User obtains only the limited usage rights as defined in these Terms. The User shall not register or use any trademarks, domain names or marks that are confusingly similar to those of T-Apps or Shepherd, and shall not claim any rights in materials derived from or based on the Services.

Article 16 – Third-Party Services

The Services may rely on or interoperate with third-party services such as payment providers, hosting providers, security tools or Telegram. Such third-party services are governed by their own terms and policies. T-Apps is not responsible for the content, availability, performance or acts or omissions of these third parties and shall not be liable for any damage arising from the use of such third-party services.

Article 17 – Disclaimer of Warranties

To the maximum extent permitted by applicable law, the Services are provided on an “as is” and “as available” basis. T-Apps does not make any representations or warranties, express or implied, regarding the accuracy, completeness, reliability, suitability, merchantability, fitness for a particular purpose, non-infringement or performance of the Application or Services. In particular, T-Apps does not warrant that Shepherd will detect all theft attempts, will always trigger alerts, will be error-free, will operate without interruptions or will be compatible with all current or future devices or operating systems.

Any use of the Services is at the User’s own risk. The User is solely responsible for making regular backups, using adequate security measures, and taking all other reasonable steps to safeguard their Devices and data.

Article 18 – Limitation of Liability

To the maximum extent permitted by applicable law, T-Apps shall not be liable for any indirect, incidental, consequential, punitive or special damages, including but not limited to lost profits, lost revenue, business interruption, loss of data, device damage, theft, hardware replacement costs, reputation damage or any other non-direct loss, whether arising in contract, tort (including negligence) or otherwise, even if T-Apps has been advised of the possibility of such damages.

T-Apps' total aggregate liability arising out of or in connection with the Subscription, the Services, these Terms or any use of Shepherd shall in all circumstances be limited to the total amount of Subscription fees actually paid by the User to T-Apps in the three (3) months immediately preceding the event giving rise to the claim, or, if shorter, the duration of the Subscription.

Article 19 – Indemnification

The User agrees to indemnify, defend and hold harmless T-Apps, its directors, employees, affiliates and partners from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable legal fees) arising out of or related to: (i) the User's use of the Services in violation of these Terms; (ii) any misuse, unlawful use or abusive configuration of Shepherd; (iii) any violation of third-party rights, including privacy or intellectual property rights, by the User; or (iv) any breach of applicable law by the User.

Article 20 – Privacy and Data Protection

The collection and Processing of Personal Data by T-Apps in connection with the Services is governed by the Shepherd Privacy Policy, which forms an integral part of these Terms. By using the Services, the User acknowledges having read the Privacy Policy and agrees that T-Apps may process Personal Data as described therein.

Article 21 – Governing Law and Jurisdiction

These Terms, the Subscription, and any non-contractual obligations arising out of or in connection with them shall be governed exclusively by the laws of the Netherlands, without giving effect to any choice-of-law or conflict-of-law provisions. Any dispute arising from or relating to these Terms or the Services shall, to the extent permitted by law, be submitted exclusively to the competent courts in Amsterdam, the Netherlands.

Article 22 – Miscellaneous

If any provision of these Terms is held invalid or unenforceable by a competent court, the remaining provisions shall remain in full force and effect, and the invalid provision shall be deemed replaced by a valid provision which, to the greatest extent possible, reflects the original intention of the parties. The failure of T-Apps to enforce any provision of these Terms shall not constitute a waiver of such provision or of any other provision.

The User may not assign or transfer any rights or obligations arising from these Terms without the prior written consent of T-Apps. T-Apps may assign its rights and obligations under these Terms to any affiliate or in connection with a merger, acquisition or transfer of business.