

TERMS OF USE — SHADOWPASS

Version 1.0 — In effect as of 26 May 2026.

1. LEGAL NOTICE AND PUBLISHER

The ShadowPass platform is operated by ShadowsPass.

These Terms of Use (the “Terms”) were drawn up by Shadowpass EI, a sole proprietorship whose registered office is located at 32 rue du chaussy, 95200 Sarcelles, registered with the Paris Trade and Companies Register under number 888 455 565.

These Terms of Use govern access to the Platform and its use by any user.

2. PURPOSE AND DEFINITIONS

ShadowPass is a technology company whose activity consists in providing an online service connecting, on the one hand, organizers wishing to promote and manage their events and, on the other hand, natural persons wishing to discover events and register for them. ShadowPass acts primarily as a dance event platform (battles, jams, festivals), covering external ticketing, registration, check-in, tournament brackets, the points system, rankings and dancer profiles, as an agent and transparent intermediary acting in the name and on behalf of event organizers.

2.2 DEFINITIONS

- **“Application”**: means the “ShadowPass” mobile application intended for Clients and Fans, available for download on the Apple Store and Google Play;
- **“Organizer Application”**: means the “ShadowScan” mobile application intended for Organizers, available for download on the Apple Store and Google Play;
- **“Organizer”**: a user holding an account allowing them to create and manage events and organizations;
- **“Participant”**: a user (Client) registering for one or more events, optionally holding a dancer profile;
- **“Content”**: any data, text, image or information published through the Service;
- **“Registration Ticket”**: means the contract between the Organizer and the Client allowing the Client to access the Event as a participant;
- **“Terms”**: means these ShadowPass terms of use and their Annex;
- **“Account”**: means a User’s dedicated, individual digital space;
- **“Participant Account”**: means a Participant’s dedicated, individual digital space, allowing them in particular to access and download their Ticket and, where applicable, to cancel or transfer it;

- **“Organizer Account”**: means an Organizer’s dedicated, individual digital space, allowing them in particular to offer Tickets for sale via an external link, manage the running of their event and communicate with Clients;
- **“Event”**: means any festival or battle managed by the Organizer through the Platform;
- **“Registration”**: means any registration to compete at a festival or battle managed by the Organizer through the Platform;
- **“Fan”**: means any User following a Participant profile or an Organizer Page;
- **“Participant Profile”**: means the Participant page available on the Platform, presenting in particular their results, their level and the Events they have taken part in;
- **“Organizer Page”**: means the Organizer page available on the Platform, presenting in particular the Organizer’s world, their Events and access to their social networks;
- **“Platform”**: means the Site, the Application and the Organizer Application;
- **“Regulation”**: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as well as French Act no. 78-17 of 6 January 1978 on information technology, data files and civil liberties, in its latest version in force;
- **“Services”**: means all the services provided by ShadowPass in connection with the Platform;
- **“Additional Service”**: means the services offered by ShadowPass that may be subscribed to by the Organizer;
- **“Site”**: means the ShadowPass website accessible at “<https://shadowpass.digital>” and its subdomains;
- **“Processor”**: means the company whose services ShadowPass uses in connection with the implementation of the various personal data processing activities described below;
- **“User”**: means any person holding an Account or browsing the Platform (in particular Participants and Organizers);
- **“Visitor”**: means any person consulting or browsing the Site.

3. ACCEPTANCE OF THE TERMS, CONTRACTUAL DOCUMENTS AND HIERARCHY

Creating an account, registering for an event or otherwise using the Service constitutes full acceptance of these Terms. The user declares to be of legal age or to have a legal guardian’s authorization. Users who do not accept them must refrain from using the Service.

The relationship between ShadowPass and the other Parties is governed by the Contract. Organizers are bound, in addition to the Terms, by Specific Conditions agreed with ShadowPass. In the event of a contradiction between the contractual documents, they prevail over one another according to the following hierarchy: (i) amendments or specific contracts, (ii) the Specific Conditions (from the most recent to the oldest), (iii) the Terms.

4. OPERATION OF THE PLATFORM AND USER COMMITMENTS

4.1 OPERATION OF THE PLATFORM FOR PARTICIPANTS

4.1.1 CONDITIONS FOR CREATING A CLIENT ACCOUNT

Anyone may consult the Ticket/Category offers on the Site or the Application. However, while an account is not necessary to register or buy tickets on the Site, creating a Participant Account is necessary from the Application. Any natural person of legal age not acting for professional purposes may create a Client Account free of charge from the Site or the Application. Persons may choose to sign up by entering their email address, or via their Google account.

When applying to create a Participant Account, the Client provides their last name, first name, email address, telephone number, Instagram account and password, and accepts these Terms. By creating a Participant Account, the Client agrees to comply with these Terms.

4.1.2 Purchase / Registration on the Platform

a) Purchasing a Ticket

Tickets may be purchased by the Client either via the Site or via the Application. During the purchase process, the Client is redirected to an external link provided by the Organizer to the Platform. The Organizer is fully responsible for the tickets sold (delivery, validity, refund) through the Platform.

b) Registration

Registrations for events may be made by the Participant either via the Site or via the Application. During the registration process, the Participant will receive a confirmation email and will be invited to create a Participant Account if they do not have one, or the Client may consult the specifics of the Event Registrations.

The price set by the Organizer without an external link may be paid on site on the day of the Event.

4.1.3 Participant responsibility

a) Registration

The Participant is solely responsible for their Participant Account and their Registration Ticket. They understand that the Registration Ticket binds them to the Organizer and that, by registering, they agree to the Organizer's conditions as set out on the Site and the Application.

The Participant undertakes and warrants:

- Not to duplicate the Registration Ticket;
- To present proof of identity if requested by the Organizer;
- To refrain from any abusive claim of non-receipt of the Registration Ticket, in particular any manoeuvre intended to make it appear that they did not receive the Registration Ticket. In the event of non-receipt of the Registration Ticket, the Participant shall inform ShadowPass without delay and undertakes to provide all relevant information for that purpose;
- Except where mandatory law applies (e.g. statutory withdrawal rights), amounts paid for a started period are non-refundable.

c) Social features

The Participant is solely responsible for the use they make of the social features offered on the Platform. They understand that any social interaction (in particular following another Participant, making their profile visible or consulting other Participants' profiles) is their own initiative and must comply with these Terms.

(i) Participant commitments and obligations

The Participant undertakes and warrants:

- Not to publish, distribute or relay unlawful or inappropriate content via the information visible on their profile (photo, username, biography) or by any other means offered by the social features;
- Not to misuse the social features to promote any commercial, political or advertising activity not authorized by ShadowPass;
- To respect the visibility settings defined by other Participants, in particular to refrain from any attempt to interact with a Participant whose profile is private without their explicit consent, and not to seek to circumvent the privacy settings put in place by them or by the Platform;
- Not to automate or mass-produce follow requests, invitations or social interactions using scripts, bots or any other unauthorized device;
- To comply without delay with any moderation request issued by ShadowPass following a report or the finding of a breach.

(ii) Control and reporting tools

To allow them to control their interactions, the Participant may at any time remove a follower or unfollow another profile from their Account.

The Participant is invited to report any content or behaviour they consider contrary to the law or to these Terms via the reporting mechanism available on the Platform. To learn more about the applicable procedure, the handling arrangements and the follow-up given to such reports, the Participant is invited to consult the “Report unlawful content” article in our Help Center.

d) Breaches and moderation measures

In the event of a breach by a Participant of the obligations described in this article, or more generally of these Terms, ShadowPass reserves the right, without notice or compensation and at its sole discretion, to take any appropriate measure, including to:

- Remove any disputed content published by the Participant;
- Suspend or terminate the Participant Account.

This provision does not exclude any other remedy available to Shadowpass.

4.2 OPERATION OF THE PLATFORM FOR ORGANIZERS

4.2.1 Conditions for creating an Organizer Account

In order to use the Organizer Application and create Events and Tickets on the Platform, the Organizer must create an Organizer Account. Any natural person of at least 18 years of age, or any natural person representing a legal entity with a legal and tax status allowing them to organize Events on a professional basis, may submit a registration request via the Site.

Upon registration, the Organizer reads and accepts these Terms by continuing the registration process on the Site. To register, the Organizer provides their trading name on the Platform and the SIRET number associated with their activity, confirms the information determined by ShadowPass on the basis of that SIRET number (legal form of their activity, corporate name, main address of their activity, VAT registration number), provides all supporting documents requested by ShadowPass and communicates valid bank details. If registered in a country other than France, the Organizer must provide ShadowPass with all information necessary for invoicing and to demonstrate compliance with the legislative and regulatory obligations applicable in the country of registration. The Organizer agrees to be contacted by ShadowPass and to provide without delay any document confirming the requested information.

As an essential and determining condition without which ShadowPass would not have entered into the agreement, the Organizer confirms being insured with a company of recognized solvency and undertakes to remain so throughout the term of the Contract by paying the corresponding premiums.

The Organizer may only make full use of all Organizer Account features after ShadowPass has validated the registration request and the Organizer has accepted the Specific Conditions. Failing to definitively hold a legal and tax status permitting the regular organization of Events in the country of operation within 30 days of the registration request, the Organizer Account is suspended. ShadowPass reserves the right to refuse any registration request, to close any Organizer Account that does not comply with the registration conditions, and to prevent the creation of an Organizer Account by any Organizer that has not provided the information necessary to fulfil its obligations.

4.2.2 Creating Events, Registration Tickets and selling Tickets

The Organizer may create as many Events and Registration Tickets as they wish, depending on the subscription plan chosen (Free, Starter, Pro, Business).

- **Regarding Events**, the Organizer provides the date, venue and type of Event, together with a description and several visuals suited to the Platform. They also choose whether or not to make the Event page on the Site public, and may list the artists performing at the event as well as their artistic genre. They also specify the conditions of access to the Event. The Organizer has sufficient space on the Events page to specify all the information they are required to provide, in particular their identity and the means of contacting them by post, telephone and electronically. The Organizer is solely responsible for the accuracy and completeness of the information appearing on the Event page;
- Any unauthorized use must be reported to the publisher without delay;
- The publisher may suspend an account in case of breach of these Terms.

Regarding the Organizer Dashboard, it allows the Organizer to:

- View in real time the number of Registration Tickets distributed;
- View in real time the number of registered Participants;

- Track the evolution of the Organizer's revenue, since unless otherwise stipulated, the Organizer may set up external ticketing.

The Organizer Application allows the Organizer to scan the Registration Tickets provided through the Platform.

4.2.3 Subscriptions, plans and payments

The Service offers several plans (Free, Starter, Pro, Business) with distinct quotas and features.

- Payments (subscriptions and transactions) are processed by secure third-party providers (Stripe, PayPal). The publisher does not store card data.
- Subscriptions renew according to the chosen period until the user cancels.
- Prices are stated in euros and may be revised; any change is communicated before it takes effect.
- Except where mandatory law applies (e.g. statutory withdrawal rights), amounts paid for a started period are non-refundable.

4.2.4 Organizer liability

The Organizer undertakes to keep the access codes to their Organizer Account confidential and to disclose them only to persons having the skills and authorizations necessary to organize Events, market Tickets, use the Services and, more generally, bind the Organizer. Each action on the Organizer Account is deemed to have been carried out by, or at the request of, a representative of the Organizer vested with the necessary powers and authority to do so.

The Organizer undertakes and warrants:

- **Regarding its legal obligations:** it undertakes to comply with the legislative and regulatory obligations applicable to it, in particular as regards its tax and social declaration and payment obligations. The Organizer undertakes to provide ShadowPass, on simple request, with supporting evidence of its insurance coverage, the information necessary for invoicing and the documents demonstrating its compliance with the legislative and regulatory obligations applicable in its country of registration. In the event of a breach of this document-provision obligation, ShadowPass may terminate the Contract without notice or compensation;
- **Regarding the Event:** it is responsible for the Event's compliance with the regulations and laws in force, the safety of Participants and their guests, the reception and proper running of the Event, and the refund policy where external ticketing is used. In addition, the Organizer shall refrain from organizing fictitious Events or Events that do not substantially correspond to the description presented to Participants when Registration Tickets were made available. In the event of legitimate doubt as to the reality or compliance of an Event, ShadowPass may request any useful supporting document from the Organizer. Failing a satisfactory response within a reasonable time, or where there are serious indications of fraud, ShadowPass may suspend or close the Organizer Account, without compensation and without prejudice to any other remedy;
- **Regarding the nature of the Events:** the Organizer understands that ShadowPass is a platform for discovering dance competition events such as battles. It undertakes to make fair use of the Platform and not to divert it from its purpose by publishing events that are inconsistent with its destination. ShadowPass therefore reserves the right to delist Events that are inconsistent with the event offering on the Platform, in particular Events with no competitive "dance battle"

character, Events without access control, or Events of a private nature or whose publication would be of no interest to Users, as well as sexually explicit Events or any Event liable to offend the sensibilities of an uninformed audience;

- **Regarding the written or visual content used to illustrate the Organizer Page or the Events, as well as communications addressed to Users via the Platform:** the Organizer is responsible for the content it uses to promote its Event or its activity, in particular as regards (i) respect for intellectual property, and (ii) compliance with the applicable rules. It also undertakes not to use such content to promote services competing with Shadowpass, and in particular not to include links to other ticketing services.

4.3 SOCIAL FEATURES

4.3.1 Purpose

ShadowPass makes social features available to Participants allowing them to interact on the Platform. Each Participant is responsible for managing the information they choose to share.

4.3.2 Description of the social features

The social features allow the Client in particular to:

- Consult other Participants' profiles, subject to the visibility settings defined by them;
- Follow and/or be followed by other Participants;
- Send, accept or refuse follow requests, including via invitation links or from their contact list;
- Access the list of their followings and followers;
- View other Participants' attendance or interest in Events. This visibility is conditional on the privacy settings chosen by those Participants (in particular the public/private status of their profile and the acceptance of follow requests).

4.3.3 Privacy settings

The Client has two levels of control over the privacy of their Account: the status of their profile and the granular visibility of their activities.

- Profile status: by default, the profile is Public (visible to all Users). The Participant may opt for a Private profile (visible only to accepted followers).
- Appearance in the rankings: by default, the profile is Public (visible to all Users). The Participant may disable this visibility at any time in their settings.
- Hiding activities: regardless of the private or public status of their profile, the Participant may also choose to hide at any time, from their settings, the following activities and information, which will then be visible to no one but them: (i) their interest and attendance in upcoming Events.

Consequently, the Participant is solely responsible for the combination of privacy settings they choose and for any consequences that may result. ShadowPass cannot be held liable for information shared by the Participant, which remains their sole and entire responsibility.

4.4 OTHER GENERAL USER OBLIGATIONS

By creating an Account, the User undertakes to:

- Be of legal age and have the capacity to contract with Shadowpass in accordance with French law;
- Provide truthful, accurate and error-free information when creating the Account;
- Keep this information up to date throughout the use of the Account;
- Not create fake accounts or accounts under a false identity, nor impersonate a third party or use information liable to mislead, deceive or harm others;
- Make personal use of the Account;
- Not transfer or assign the Account to a third party (even if that third party is itself a ShadowPass Participant);
- Use the Platform fairly and in accordance with its destination and purpose, including in the use of the social features and interactions with other Users;
- Comply with the laws and regulations in force.

Throughout the existence of the Account, the User shall refrain from:

- Any repeated behaviour liable to interrupt, suspend, slow down or prevent the continuity of the Platform;
- Any interference with the security and authentication measures of the Platform and/or of ShadowPass's digital infrastructure;
- Any intrusion into, copying and/or misappropriation of the Platform or of ShadowPass's digital infrastructure;
- Any act liable to seriously harm the rights and financial, commercial or moral interests of ShadowPass or of another User, including through harassment, threats or intimidation;
- Any insulting, defamatory, disparaging, slanderous content, content contrary to public decency, infringing content, content harmful to public order or third-party rights, content liable to harm the rights, reputation and image of ShadowPass or of another User, as well as any hateful or discriminatory remarks and any behaviour that may directly or indirectly incite hatred and violence.

In the event of a breach or serious suspicion of a breach of one of the User's obligations under the Contract, ShadowPass may suspend the Account and undertakes to inform the User of that suspension and of the reason for the decision. In the event of a dispute, the User may refer to the dedicated sections of the Terms (sections 9.2 to 9.5). Access to and use of the Account are exclusively reserved for Users. Each User undertakes to ensure the confidentiality, integrity and security of their login data. Except in the case of a technical failure attributable to ShadowPass or force majeure, the User is responsible for the confidentiality and security of their login data.

The User is strongly advised to change their password at regular intervals through their Account, and to use a secure password, avoiding easily identifiable combinations. ShadowPass may impose a password expiry date after which the User will be invited to change their password. If the User has reason to believe that their login data has been lost, stolen, misappropriated or compromised in any way, or in the event of unauthorized use of their Account, the User must immediately notify ShadowPass customer service via the contact form available on the Platform. They may also provide a receipt of their complaint in the event of loss or theft of their smartphone. In the absence of such notification and until proven otherwise, any use of the Account is deemed to have been made by the User.

In such a situation and/or in the presence of a potential or established threat to the security or confidentiality of the Account and of the User's personal data associated with it, the User authorizes ShadowPass to take all appropriate measures to

prevent any unauthorized access to the Account (for example, resetting the password and username or suspending access to the Account).

5. SHADOWPASS COMMITMENTS AND WARRANTIES

5.1 ShadowPass commitments

5.1.1 Making the Platform available

ShadowPass undertakes to make the Platform available to Users and to provide the Services. ShadowPass undertakes that the Platform will be available twenty-four hours a day (24/7), except in cases of force majeure or unforeseeable and insurmountable third-party behaviour, and subject to any breakdowns and/or maintenance operations necessary for its proper functioning. The Application and the Organizer Application are only available on smartphones running Android or iOS. Registration Tickets or confirmations appear in the Application and are sent by email to the Participant immediately upon ordering. In the event of non-receipt of Registration Tickets within a reasonable time, the Client may contact customer service. Tickets can only be read by a scanner equipped with the Organizer Application and are generally not transferable to another platform.

The User is informed and accepts that, due to the specific features of the Internet, the technologies used and telecommunications networks, ShadowPass cannot guarantee permanent availability of the Platform and the Services. In the event of a malfunction or anomaly, ShadowPass will make reasonable efforts to restore the situation as soon as possible and, where appropriate, to suspend the Platform and/or remove content or manifestly unlawful material of which it is aware, and/or carry out updates. In such cases, ShadowPass informs Users.

5.1.2 Platform support and maintenance

ShadowPass carries out the maintenance of the Platform. In the event of a malfunction and/or maintenance of the Platform lasting more than twelve (12) hours, ShadowPass undertakes to inform Users by email at the contact address entered in their Accounts at least twenty-four (24) hours in advance, or as soon as possible in the event of a malfunction or unforeseen event. Users are also informed of the availability of updates and of the consequences of not installing them. The updates offered are provided at no additional cost to Users.

Support requests relating to the Platform and the Services are addressed to ShadowPass customer service, which may be contacted through the dedicated section of the Platform or at the contact details indicated in article 14 of the Terms. ShadowPass undertakes to provide a response free of charge within a reasonable time.

5.1.3 Rights over the Platform

ShadowPass undertakes to make the Platform available to Users in accordance with the terms of the license of use set out in Annex 1.

5.1.4 Event ranking

ShadowPass undertakes to make the Platform available to Users in accordance with the terms of the license of use set out in Annex 1.

5.2 SHADOWPASS LIABILITY

The User acknowledges and accepts that the Platform and the Services are digital and connected services, so that their operation may be impaired or interrupted (i) due to technical malfunctions beyond ShadowPass's control, (ii) for the performance of maintenance operations, or (iii) in the event of requests from the competent administrative or judicial authorities or notification of manifestly unlawful content. ShadowPass cannot be held liable for causes external or unrelated to it, in particular:

- In the event of theft, loss or damage to Registration Tickets;
- In the event of inaccurate information entered by the User on their Account;
- In the event of the Participant's misunderstanding of the terms and specifics of the Registration Ticket;
- In the event of cancellation or modification of the Event, or cancellation of a Registration Ticket, decided by the Organizer;
- Where Registration Tickets cannot be acquired because no Tickets have been made available by the Organizer;
- Where the Services cannot be accessed due to a failure of the Client's smartphone or internet connection;
- In the event of force majeure.

In its capacity as operator of a connection platform, ShadowPass acts as a host of content published by Organizers and as a transparent intermediary acting in the name and on behalf of Users. Accordingly:

- ShadowPass cannot be held liable for any change to the time, venue or distribution, for the cancellation, for the refund of external tickets, or for the arrangements for holding the Event, which fall within the Organizer's prerogatives.
- ShadowPass does not review each item of content posted by Users, so that it cannot be held liable for manifestly unlawful content unless it became aware of it under the conditions provided for by Regulation (EU) 2022/2065 on a single market for digital services, in particular in the event of a dangerous, prohibited or unlawful Event and in the event of insulting, defamatory, disparaging, slanderous content, content contrary to public decency, infringing content, content harmful to public order or third-party rights, content liable to harm the rights, reputation and image of ShadowPass or of another User, and any behaviour that may directly or indirectly incite hatred and violence.

6. ANONYMITY AND PARTICIPANT DATA

In accordance with the Platform's policy, ShadowPass undertakes to comply with the Personal Data Rules. Some participant data is public while other data remains private:

To learn more about the personal data for which ShadowPass is the data controller, Users may refer to the ShadowPass privacy policy accessible here: [Personal Data Policy](#).

- Public data: dancer name and crew. These appear in rankings, searches and organizer views.
- Private data: legal name and email address. These are not publicly exposed and remain reserved for management and contact purposes.
- Users may stop using the Service and delete their account at any time.

The user acknowledges that publishing their dancer name and crew is inherent to the operation of rankings and of the community. Processing details are set out in the Personal Data Protection Policy.

7. INTELLECTUAL PROPERTY

7.1.1 ShadowPass intellectual property rights

The Platform and all the elements composing it, including but not limited to software and source code structures, are protected and remain the exclusive property of the publisher; the infrastructures, databases and content of any kind (texts, images, visuals, logos, trademarks, etc.) operated by Shadowpass may be protected by intellectual property rights. Apart from normal use of the Platform, the User shall refrain, save with the prior written authorization of ShadowPass and except in cases authorized by the applicable laws and regulations, from using, reproducing, adapting, modifying, creating derivative works from, distributing, licensing, selling, transferring, publicly displaying, transmitting, broadcasting or otherwise exploiting all or part of the elements composing the Platform. No assignment is granted under these Terms. Users retain ownership of the content they publish and grant the publisher a non-exclusive license limited to the technical operation of the Service (display, rankings, backup).

7.1.2 User intellectual property rights

The user acknowledges that publishing their dancer name and crew is inherent to the operation of rankings and of the community. Processing details are set out in the Personal Data Protection Policy.

- The Organizer warrants that it holds all the rights necessary to issue the Registration Tickets, to organize and monitor the proper running of the Events, and to communicate about the Events and the Registration Tickets;

In addition, Organizers grant ShadowPass a license over all the elements transmitted on the Platform, worldwide, for the entire term of the Terms and for a period of ten (10) years from the date the elements are put online, without consideration other than the making available of the Platform. In this respect, these Users grant ShadowPass the right to reproduce these elements on its Platform and on any digital or written communication medium, and the right to display these elements on any digital or written communication medium in order to communicate about them and enable connection with a view to sale. With the exception of this license granted to ShadowPass, the Terms do not entail any assignment of these Users' intellectual property rights over the Events or the Organizer Page.

8. CHANGES TO THE TERMS

8.1 User intellectual property rights

ShadowPass reserves the right to develop the Platform and the Contract, in particular for legal or technological reasons at its sole discretion, in order to create new features or improve existing features.

ShadowPass undertakes to notify Users of material changes to the Contract and the Platform by any useful means. Except in the case of a legal or regulatory obligation or of unforeseen or imminent danger, the proposed material changes are not applied before the expiry of a period indicated in the communication to Users. Users who do not accept the changes may terminate the Terms in writing subject to reasonable notice. Failing termination, Users acknowledge and accept being

bound by the change; the Platform and the Contract are updated automatically. Except where ShadowPass is required to comply with a legal or regulatory obligation, or where such changes are advantageous to Users, the changes have no retroactive effect.

8.2 Price changes

ShadowPass reserves the right to change the Price List, commission, Service Fees and Additional Fees, in particular in order to take into account changes in the prices and features of the Platform. Any change to the Commissions, Affiliation Commissions or Additional Fees will always be subject to a specific agreement between ShadowPass and the Organizer.

9. GOVERNING LAW AND JURISDICTION

These Terms are governed by French law and, where applicable, European Union law. Failing an amicable settlement, any dispute falls under the jurisdiction of the French courts, subject to mandatory consumer-protection rules. Consumers may use mediation and the European online dispute resolution platform.

Annex 1: License of use of the Platform

1. PURPOSE

This annex defines the conditions and terms under which ShadowPass grants the User, who accepts it, a license of use over the Platform.

2. SCOPE OF THE LICENSE

ShadowPass grants the User a personal, non-exclusive, non-assignable and non-transferable right to use, reproduce and display the Platform. This license is granted from the date of acceptance of the Terms, for the entire term of the Terms and worldwide, for the Account holder only.

3. DESTINATION AND LICENSED RIGHTS

All rights not expressly granted by the Terms remain the property of ShadowPass, do not form part of the licensed rights and fall within its exclusive enjoyment. For Organizers, the license is granted for the sole use of the Platform for strictly professional purposes and for the sole needs and interests of the Organizer, which includes publishing Events, making Registration Tickets available to Clients, managing sales Partners (External Ticketing) and managing the Organizer Page. For Participants and Fans, the license is granted for the sole use of the Platform for non-professional purposes and for the sole needs and interests of the Participants or Fans, which includes Registration, Cancellation, use of the social features and information about the Events.

4. RESTRICTIONS

Save with the prior written authorization of ShadowPass, the User shall refrain from:

- allowing a third party not expressly and previously authorized to access or use the Solution, whether for a fee or free of charge;
- allowing a User or a third party to access or use the Platform and their Account without having previously created a personal, named Account, or using an Account other than their own;
- translating, modifying, adapting, copying or reproducing, transcoding the Platform, or any element, function or graphic of the Site, the Application or the Organizer Application, and/or merging all or part of the Platform into other computer programs, outside the exceptions provided for by the laws and regulations in force;
- sub-licensing, lending, renting, distributing, marketing, transferring, selling, reselling or assigning the Platform in any way whatsoever;
- developing a competing product or service or any feature of the Platform;
- engaging in reverse engineering, decompiling, disassembling, identifying the source code, combining the source code with other software or circumventing any mechanism of the Platform, or seeking to reconstruct or discover the source code of the Platform, outside the limitations provided for by the laws and regulations in force;
- creating a derivative work from the Platform.