SHEPRDZ
Terms of use and non-exclusive license

1. ACCEPTANCE OF CONDITIONS

1.1 The service of Sheprdz inc. ("Sheprdz^{mc}"), ("Sheprdz-app^{mc}"), as defined below, is offered under the provisions of these Terms of Use (the "Terms"). By accepting the terms or subscribing to or using the service, you agree that you have read and understood these terms and that you agree to be bound by them. If you agree to the terms on behalf of a business or other legal person, you certify that you have the requisite authority to bind that legal person and its subsidiaries and other affiliates to the conditions. For the purposes hereof, the term "customer" refers to you, as an individual, or refers to the legal person, its subsidiaries and its other affiliates. If you do not have the authority to do so or if you decline these terms, please refrain from accepting them, but be aware that you may not be able to use the service.

1.2 Sheprdz reserves the right to modify the conditions at any time without notice. The customer is invited to consult the most recent version of the conditions by clicking on the following hypertext link: https://www.sheprdz.com/legal/en-US_utilisation.pdf. The updated conditions take effect when they are posted online. If the customer uses the service after this date, its use will constitute proof of its acceptance of the modified or revised conditions. If the customer deems the new conditions unacceptable, their sole remedy is to cease all access and use of the service.

1.3 Sheprdz reserves the right to modify and improve the service to the extent that is commercially reasonable. Sheprdz agrees to inform the customer of any material change to the service by any means of its choice, at its sole discretion, provided the customer has made a request to Sheprdz.

2. DESCRIPTION OF THE SERVICE

The Service includes cloud hosting of data processed by Sheprdz software (the "Service"). Any new functionality added to or supplementing the service will be subject to these conditions.

The service is subscribed to by your subscription and is provided by Sheprdz in SaaS mode.

SaaS (for Software as a Service) mode is a form of software exploitation by the cloud computing and allows the improvement of Internet speeds. As SaaS, Sheprdz software is installed and hosted on remote servers from a provider, rather than on

internal Sheprdz endpoints or servers. The price of the subscription to the Sheprdz service includes all costs of the service (use, storage, security, maintenance) and varies depending on the edition of the subscription purchased.

3. TRIAL PERIOD

3.1 From registration, if this is the case, the customer benefits from a trial period of the service for a maximum period to be agreed with Sheprdz. All customer data that has been generated during the trial period is retained in the customer's account only if, at the end of the trial period, the customer subscribes to the service. Otherwise, the data is deleted and Sheprdz cannot be obligated to export such data.

4. GENERAL CONDITIONS AND USE OF THE SERVICE

4.1 Subject to these Terms, access and use of the Service is permitted only for the purposes of the Customer's internal business activities, as set forth herein. The customer will refrain from: (i) granting licenses or sub-licenses, selling, reselling, renting, lending, transferring, assigning or operating the timeshare service or from to exploit it commercially in any other way or to make it available to a third party in a way other than those expressly authorized herein; (ii) use the service for the purpose of processing data on behalf of a third party; (iii) to use the service illegally or in a manner that risks disrupting or altering the integrity or effectiveness of the service and those of its components.

4.2 All rights, titles and interests related to the service and its components, in particular the intellectual property rights subsisting with respect to the service, belong and will continue to belong exclusively to Sheprdz, subject only to the restricted right of access and use expressly granted hereunder. The customer will refrain from modifying, altering, adapting and hacking the service nor will attempt by any other means to obtain unauthorized access to the service, systems or networks used by Sheprdz for the purposes of the service. services. In addition, the customer will not take any action likely to disrupt or alter the operation of the service (or the networks and servers connected to the service).

The service allows you to upload, store, send and / or receive content. The customer retains all of his rights, titles and interests in the intellectual property relating to this content. What belongs to the customer remains with the customer.

4.3 The customer assumes full responsibility for the information, data, texts, messages and other content posted or transmitted through the service. The customer remains the owner of all rights, titles and interests in the intellectual property of this information, data, texts, messages and other content. Maintaining the confidentiality of login data and account ID is the sole responsibility of the customer, as is any activity carried out under their user name or in their account.

4.4 Sheprdz reserves the right to access all customer accounts in order to respond to requests for technical assistance that may be addressed to it by the latter. Sheprdz is committed to maintaining adequate administrative, physical and technical safeguards in place to protect the security, confidentiality, accessibility and integrity of customer data. Sheprdz undertakes not to disclose customer data, unless required by law or the customer expressly authorizes it in writing. In this regard, please consult the Privacy and Personal Information Protection Policy by clicking on the following hyperlink: https://www.sheprdz.com/legal/en-US_confidentialite.pdf

4.5 All data in files transacted by means of the service is encrypted according to the Secure Sockets Layer (SSL) protocol. Customer agrees, however, that data or files processed and communicated through the service, including Customer Content, may not be encrypted as they are: (i) transmitted over various networks; (ii) modified to meet the technical requirements of certain networks or interconnection devices; (iii) communicated to subcontractors and hosting partners of Sheprdz from whom the latter obtains hardware, software, networks, storage space and related technologies in order to ensure the operation and maintenance of the service. Sheprdz will use all reasonable efforts necessary to advertise planned service interruptions on its website or to notify the customer thereof.

4.6 The failure or non-application by Sheprdz of any right or provision hereof does not constitute a waiver of this right or provision. The customer acknowledges that, even if they bear the electronic and not physical signature of the parties, these conditions constitute a contract concluded with Sheprdz, that they govern the use of the service and that they replace any contract, convention, understanding or agreement. previous agreement with Sheprdz. The client agrees that it will be held liable for any breach of its obligations under the terms (and that Sheprdz will not assume any liability to the client or to any third party in this regard) and for any consequences arising from such breach. (including prejudice and damage, direct and indirect, likely to be incurred by Sheprdz).

4.7 The customer agrees to immediately notify Sheprdz of any unauthorized use of the service or breach of security. At Sheprdz's request, he also agrees to help stop, prevent and resolve any breach of security or unauthorized use of the service. Sheprdz hereby agrees to promptly notify the customer of any breach of the security of his account.

4.8 Technical support services are offered automatically with any subscription. Also included in the service subscription are all application maintenance services allowing the customer to benefit from the latest developments and corrections. Sheprdz also provides the customer with a support ticket management tool, which provides a web interface and guarantees the traceability of the interventions carried out.

The following email address is dedicated to support and technical assistance: support@sheprdz.com

5. TRADEMARKS

The trademarks "Sheprdz.inc^{mc}", "Sheprdz-app^{mc}" and "Sheprdz^{mc}" and the Sheprdz logos which are used or represented on the service are trademarks owned by Sheprdz inc. The customer is authorized to make non-exclusive promotional use of them only to present themselves as a customer or user of Sheprdz products and services, provided that they do not claim ownership of them by incorporating them into their own offers or trade names.

6. PAYMENT

The customer agrees to comply at all times with the terms, conditions and payment conditions relating to his subscription to the service. Payment of the cost of subscription to the service is payable by credit card through an online payment platform. The customer agrees to comply with the terms, conditions and payment conditions relating to the use of the online payment platform used by Sheprdz. Sheprdz does not keep any customer banking data on its servers.

7. CANCELLATION AND TERMINATION

7.1 The customer may cancel the service and close his user account at any time, by sending a written notice to this effect to Sheprdz at the following address: resiliation@sheprdz.com. There is no other way the customer can use to cancel their account. At the customer's request, Sheprdz undertakes to provide him with a copy of his data in the event of the cancellation of the service or the closure of the account, the customer has a period of one (1) month following the cancellation of the termination of the service to recover its data. Otherwise, the customer will no longer have access to its content and data, and these will be deleted by Sheprdz in the normal course of its activities. Content and data cannot be recovered once the user account is closed. If the customer cancels the service before the end of the last subscription payment period, the cancellation will take effect immediately and the customer will not be charged any other fees.

7.2 Sheprdz reserves the right: (i) to modify or discontinue the service (in whole or in part) temporarily or permanently; (ii) to prohibit the current or future use of the service or to close the customer's account (in whole or in part), and to remove or delete the content archived in the service for any reason whatsoever, in particular if Sheprdz believes that the customer is or has been in violation of these conditions.

Sheprdz will use all reasonable efforts to reach the customer directly before interrupting the service or closing their account. Customer acknowledges and agrees that if Sheprdz interrupts access to their user account, they may no longer be able to access the service, their account information, and any files or data contained in their account. The service may only be used for exclusively legal purposes. It is strictly forbidden to transmit, save or communicate information, data or material that contravenes the laws and regulations in force in Canada. Sheprdz is the only one who can judge what constitutes a violation of this condition. Any illegal use of the service such as copyright infringement or any use deemed inappropriate by Sheprdz, in its sole discretion, whether it expressly violates the law or not, will constitute a direct violation of these terms and result in immediate deletion. files and / or immediate cancellation and termination of the service. It is also forbidden to insert links leading to the content. Under the provisions of this paragraph, Sheprdz is under no obligation to act in a timely manner in this regard and any inaction shall not be construed as acceptance of a prohibited use of the service. Sheprdz accepts no liability towards the customer or a third party in the event of modification, interruption or termination of the service.

8. REGRESSION
Customers who downgrade their subscription should contact Sheprdz at the following email address: support@sheprdz.com. A credit will be applied by Sheprdz. Data and features will be read-only for the archived portion.

9. DISCLAIMER OF WARRANTIES

THE SERVICE, INCLUDING THE WEBSITE AND ITS CONTENT, AS WELL AS ALL SERVERS AND NETWORK COMPONENTS, IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES TO THE EXTENT PERMITTED BY LAW. SHEPRDZ EXPRESSLY GUARANTEES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR USE OR NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT SHEPRDZ MAKES NO PROMISES AS TO THE UNINTERRUPTED AND TIMELY ACCESSIBILITY OF THE SERVICE, ITS SECURITY, AND THE ABSENCE OF ERRORS OR VIRUSES. NO INFORMATION OR ADVICE OBTAINED BY THE CUSTOMER FROM SHEPRDZ OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

10. LIMITATION OF LIABILITY

10.1 UNDER NO CIRCUMSTANCE AND UNDER ANY INTERPRETATION OF LAW (IN RESPECT OF CONTRACTUAL OR EXTRA-CONTRACTUAL LIABILITY OR OTHERWISE) SHEPRDZ DOES NOT ASSUME ITS LIABILITY TOWARDS THE CUSTOMER OR A THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, SPECIAL, CONSEQUENTIAL OR

PUNITIVE, WHICH INCLUDES IN PARTICULAR LOSS OF PROFITS, REVENUES, CUSTOMERS OR DATA, INTERRUPTION OF ACTIVITIES, CHANGES MADE TO THE SERVICE BY SHEPRDZ OR TEMPORARY INTERRUPTION OF THE SERVICE (OR OF ITS FUNCTIONALITIES)), CUSTOMER'S INABILITY TO PROVIDE ACCURATE ACCOUNT INFORMATION TO SHEPRDZ OR TO ENSURE THE SECURITY AND CONFIDENTIALITY OF HIS PASSWORD AND ACCOUNT DATA, AS WELL AS ANY BREACH BY CUSTOMER RELATING TO ITS OBLIGATIONS TO PRIVACY AND PROTECTION OF PERSONAL INFORMATION FROM A THIRD PARTY. FURTHER, SHEPRDZ DISCLAIMS ANY LIABILITY FOR ANY DIRECT DAMAGES, COSTS, DAMAGES OR LOSS IN EXCESS OF THE AMOUNT CUSTOMER PAID OR MUST PAY TO USE THE SERVICE DURING THE PERIOD ONE MONTH PRIOR TO THE ACTION IN DAMAGES. THE FOREGOING LIMITATIONS ON LIABILITY WILL APPLY REGARDLESS OF WHETHER SHEPRDZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE. THE PROVISIONS OF THIS ARTICLE ARE INTENDED FOR AN ADEQUATE ALLOCATION OF THE RISKS HEREBY GOVERNED BETWEEN THE PARTIES AND THESE LATTER HAVE TAKEN THE FULL MEASURE OF THESE LIMITATIONS BEFORE COMMING HEREIN.

10.2 Some countries and states do not allow the exclusion of certain implied warranties or limitations of liability for incidental or consequential damages. Some of the above limitations may not apply to the customer. IN SUCH COUNTRIES AND STATES, SHEPRDZ LIMITS THE SCOPE OF ITS LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW AND APPLICABLE REGULATIONS IN THAT JURISDICTION.

11. FORCE MAJEURE

Sheprdz accepts no responsibility for any failure or delay in service caused by an act of war, hostility or sabotage; by a natural disaster; by a failure of the electricity distribution network, the Internet network or the telecommunications system or by any other event beyond the control of Sheprdz. Sheprdz will use all reasonable efforts necessary to mitigate the consequences of a force majeure event.

12. ASSIGNMENT AND SUBCONTRACTING

Sheprdz reserves the right to assign or transfer this Agreement, in whole or in part, without any restriction. Hereunder, Sheprdz is authorized to assign its rights or obligations, in whole or in part, to subcontractors at any time, without restriction or obligation to obtain any prior consent whatsoever.

13. EXPORT COMPLIANCE

The customer is required to comply with all applicable laws and regulations governing the export of the service or any of its components.

14. APPLICABLE LAW

14.1 These conditions and the relationship between the client and Sheprdz under these conditions are governed and interpreted under the law in force in the province of Quebec, Canada, without regard to conflict of law provisions. The customer hereby expressly agrees to rely on the exclusive jurisdiction of the courts of the province of Quebec (judicial district of Quebec) for the purpose of resolving disputes relating to the conditions. Notwithstanding the foregoing, the client agrees that Sheprdz remains authorized to seek injunction proceedings (or other equivalent emergency measure) from any competent authority.

14.2 If a court having full jurisdiction to hear the matter finds any provision hereof to be invalid, that provision will be removed from the Terms without any other provision being changed. All other provisions hereof will continue to have full effect.

15. VERSIONS

In the event of any discrepancy between the English and French versions hereof, the French version shall prevail.