# Terms of Use

### Terms of Use

Last update: May 10, 2025

These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with any apps (the "Service") operated by Taras Darchuk ("us", "we", or "our").

Please read these Terms and Conditions carefully before using the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

# 1. Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set on a monthly or yearly basis.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or we cancel it.

### 2. Fee Changes

We, in our sole discretion and at any time, may modify the Subscription fees. Any change will become effective at the end of the current Billing Cycle.

We will provide you with reasonable prior notice of any fee change so you have the opportunity to cancel your Subscription before the change becomes effective.

Your continued use of the Service after the change becomes effective constitutes your agreement to pay the updated fee.

#### Refunds

Except when required by law, paid Subscription fees are non-refundable.

#### 4. User Accounts

When you create an account with us, you must provide information that is accurate, complete, and current. Failure to do so constitutes a breach of these Terms and may result in immediate termination of your account.

You are responsible for safeguarding your password and for any activities or actions under your account.

You agree not to disclose your password to any third party and to notify us immediately if you become aware of any unauthorized use or security breach.

#### 5. Content Disclaimer

All features and content provided by the Service are intended for planning and informational purposes only. Shadee does not post content on your behalf, nor does it connect directly to Instagram APIs in a way that automates publishing. All user actions remain manual.

# 6. Assumption of Responsibility

By using Shadee, you acknowledge and agree that content planning and management are done at your own discretion. You are solely responsible for any decisions made based on your usage of the app.

# 7. Links to Other Websites

Our Service may contain links to third-party websites or services not owned or controlled by us.

We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party services. We strongly advise you to review their terms and policies.

#### 8. Termination

We may terminate or suspend your account at any time, without notice, for any reason — including if you breach these Terms.

Upon termination, your right to use the Service will immediately cease.

## 9. Limitation of Liability

In no event shall we — including our directors, employees, partners, or affiliates — be liable for any indirect, incidental, special, or consequential damages, including loss of data or profits, resulting from:

- your use or inability to use the Service;
- any third-party content on the Service;
- unauthorized access to your data;
- any other issue related to the Service.

To the maximum extent permitted under Polish law, we disclaim all responsibility for damages arising from your use of the Service.

#### 10. Disclaimer

Your use of the Service is at your sole risk. The Service is provided "AS IS" and "AS AVAILABLE" — without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, or non-infringement.

We do not guarantee that the Service will be error-free, secure, or meet your expectations.

### 11. User Responsibility

You are responsible for your use of the app and all decisions related to your content. We recommend using your best judgment and consulting professional advice where needed.

# 12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Poland, without regard to its conflict of law principles.

If any provision of these Terms is held invalid or unenforceable, the remaining provisions will remain in effect.

These Terms represent the full agreement between us regarding the Service.

# 13. Emergency Situations

If you experience technical issues or lose access to your account, please contact us directly at the email below. Shadee does not handle urgent or emergency support cases in real time.

# 14. Changes

We reserve the right to modify or replace these Terms at any time. Updated terms will be posted within the app or on our website.

#### 15. Contact Us

If you have any questions about these Terms, please contact us at: shadee.app@gmail.com

# Privacy Policy

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These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with any apps (the "Service") operated by Shadee ("us", "we", or "our").

Shadee built the Service as a Freemium app. This Service is provided by Shadee at no cost and is intended for use as is.

This page is used to inform visitors regarding the policies with the collection, use, and disclosure of Personal Information if anyone decides to use our Service.

If you choose to use our Service, then you agree to the collection and use of information in relation to this policy. The Personal Information that we collect is used for providing and improving the Service.

Information Collection and Use

For a better experience, while using our Service, we may require you to provide us with certain personally identifiable information. Some information that we request will be retained on our server so we can identify your account.

The Service might store in its its servers pictures, hashtags, or publications provided by the user for Service functionality.

The Service might collect your Ads Identifier if you have accepted to share it with us within the app. If you refuse to share this identifier with the Service, then the Service will never collect it.

The Service does use third-party services that may collect information used to identify you. These IDs (such as the ads identifier) will be sent to these third parties only if you have accepted to share it within the app.

Links to privacy policies of third-party service providers used by the Service:

- AdMob
- Firebase
- Facebook
- Google Cloud
- AppsFlyer
- App Lovin
- RevenueCat

# Log Data

Whenever you use our Service and an error occurs in the app, we may collect data and information (through third-party products) on your phone called Log Data. This Log Data may include information such as your device Internet Protocol ("IP") address, device name, operating system version, the configuration of the app when using our Service, your account username, the time and date of your use of the Service, and other statistics.

#### Cookies

Cookies are files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to your device from the applications that you visit and are stored on your device's internal memory. This Service uses these "cookies" to collect information and improve the experience.

#### Service Providers

We may employ third-party companies and individuals to facilitate our Service, to provide the Service on our behalf, to perform Service-related tasks, or to assist us in analyzing how our Service is used. These third parties have access to your Personal Information only to perform these tasks and are obligated not to disclose or use the information for any other purpose.

# Security

We value your trust in providing us your Personal Information and strive to use commercially acceptable means of protecting it. However, no method of transmission over the Internet or method of electronic storage is 100% secure.

# Links to Other Sites / Applications

This Service may contain links to other sites. If you click on a third-party link, you will be directed to that application or website. Note that these external sites are not operated by us. We strongly advise you to review the privacy policies of these third-party services.

# Children's Privacy

These Services do not address anyone under the age of 13. We do not knowingly collect personally identifiable information from children under 13. If we discover that a child under 13 has provided us with personal information, we immediately delete it. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us.

#### Data Deletion

You can request the deletion of all your data at any time by emailing us at shadee.app@gmail.com. We will promptly delete your information from our servers.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. You are advised to review this page periodically for any changes. These changes are effective immediately once posted.

Contact Us

If you have any questions or suggestions about our Privacy Policy, contact us at: shadee.app@gmail.com