

SILVER_SHADOW

Expanding Your Communication

FOUNDERS / EARLY ACCESS

Terms & Conditions

Software license, digital delivery and activation

English draft v1.0 - 27 August 2026

PUBLICATION CHECK: add the legal business name, address, email, Chamber of Commerce and VAT details and obtain a final legal review before going live.

Introduction

Purpose of this document

These terms are intended for the sale of Silver Shadow as digital Windows software for radio/CI-V control. They reflect the agreed Founders/Early Access model: PayPal-only payment, one license per computer, an in-house license database, device-bound activation and updates throughout the 1.x release line.

Supplier

Information	To be completed before publication
Trading name	[BUSINESS / TRADING NAME]
Registered address	[STREET + NUMBER, POSTCODE, CITY, COUNTRY]
Email	[SUPPORT / SALES EMAIL]
Website	[WEBSITE / SILVER SHADOW PAGE]
Chamber of Commerce	[KVK NUMBER]
VAT ID	[VAT ID]

1. Definitions

Silver Shadow: the software supplied by the Supplier, including applicable updates, documentation and license components.

Customer: the natural person or legal entity purchasing Silver Shadow.

Consumer: a Customer acting for purposes outside their trade, business, craft or profession.

License: the non-exclusive right to use Silver Shadow on one activated computer.

License key: the unique key used to activate and manage a License.

Device ID: a pseudonymised or hashed device fingerprint used to bind one License to one computer.

Founders/Early Access: an early commercial release that is still under active development and whose functionality and presentation may be improved during development of the 1.x line.

Update: a software change within the same major release line, including applicable 0.x Beta, 1.0 and 1.x releases, insofar as included under these terms.

2. Scope

- These terms apply to every offer, order, payment, digital delivery, activation and use of Silver Shadow.
- Any deviation is valid only if agreed in writing between the Supplier and the Customer.
- Mandatory consumer rights, including statutory rights relating to non-conforming digital content, remain unaffected.

3. Offer, Early Access and product information

- Before purchase, the product page will state the current main functionality, system requirements, supported radio model(s), compatibility and any material known limitations.
- Founders/Early Access means that the software is supplied as usable software while elements of operation, design, functions and technical implementation may still change or improve.

- Only functionality expressly described as present or included at the time of purchase forms part of the purchase. Roadmap items, prototypes and future plans are not binding delivery commitments unless expressly stated otherwise.
- Silver Shadow is independent software. Icom and IC-7300 are third-party names. Unless expressly stated, no official affiliation, sponsorship or endorsement by Icom Inc. exists.

4. Price and payment

- The checkout displays the applicable sales price. Consumers will be shown the total price, including applicable taxes and mandatory charges, before placing the order.
- Payment is made exclusively through PayPal. The Customer must have a PayPal payment method suitable for the transaction.
- An order is considered paid only after PayPal confirms that the payment has been completed.
- If a payment is refunded, reversed, charged back or cancelled, the corresponding License may be disabled insofar as permitted by mandatory consumer law.

5. Digital delivery and activation

- After successful payment, the Customer receives access to the digital download and/or a license key through the supplied email address or a secure download environment.
- Activation may require internet access, a license key and a Device ID. Silver Shadow may verify license status to limit misuse and unauthorised distribution.
- The Customer is responsible for entering a correct email address and keeping the license key secure.
- Download links and license keys may not be published or shared publicly.

6. License model: 1 license = 1 computer

- Each individual License permits use on a maximum of one computer at a time.
- A separate License is required for each computer on which Silver Shadow is used. Three computers therefore require three licenses.
- Multiple licenses may be linked to the same Customer email address and the same PayPal account; each License retains its own license key and activation status.
- A license key is customer/business-specific and may not be sold, rented, lent, published, shared or transferred to a third party without the Supplier's prior written permission.
- Reverse engineering, bypassing activation, manipulating license checks and distributing cracked or modified versions is prohibited to the extent permitted by law.

7. Replacing a computer and deactivation

- A License may be deactivated and then activated on a replacement computer owned by the same Customer.
- If the old computer is no longer available, for example because of hardware failure, the Supplier may reset the activation in the license database after reasonable verification.
- Deactivation is intended for replacement or migration of the Customer's own computer, not for rotating one License between multiple computers in concurrent use.
- The Supplier may request additional verification after unusually frequent activation changes in order to prevent abuse.

8. Founders/Early Access updates

- A Founders/Early Access License includes Beta updates made available for that edition, the final Silver Shadow version 1.0 and regular updates within the 1.x release line.
- A future major version 2.0 or higher is not automatically included unless the Supplier expressly announces otherwise.
- In addition to commercially promised updates, updates will be supplied where reasonably required under applicable consumer law to keep the digital content conforming and secure.

- Customers will be informed of important updates where appropriate. Problems caused solely by failure to install a clearly offered necessary update may fall outside free remediation to the extent permitted by law.

9. Compatibility and system requirements

- The product page and manual state the supported Windows versions, radios, connection methods and required drivers. The Customer must check these requirements before purchase.
- The Early Access release is primarily intended for the expressly stated Icom IC-7300 configuration over USB/C1-V. Other radios or configurations are supported only when expressly stated.
- Transceiver modifications, unofficial firmware, faulty USB cables, virtual COM solutions, other CAT applications or non-standard radio settings can affect operation.

10. Radio operation and operator responsibility

- Silver Shadow is a control aid. It does not grant transmitting privileges, a radio license or permission to transmit outside permitted frequencies, power levels, modes or band plans.
- The operator remains fully responsible for lawful and safe operation of the connected radio, antenna, amplifier and all other equipment.
- Functions such as frequency selection, band presets, PTT-related actions, Roger Beep/voice memory, power display and SWR warnings must be used responsibly by the operator.
- A software SWR or other warning never replaces the radio's own protection systems, operating manual or independent checks of the antenna system.

11. Conformity, defects and support

- Under normal use, Silver Shadow must meet what the Customer may reasonably expect based on the agreement, product information, price and Early Access status.
- When reporting a reproducible software problem, the Customer should preferably provide the Silver Shadow version, Windows version, radio model, relevant radio settings, COM port and a short description of the issue.
- If the software is non-conforming, the Supplier will provide the remedy required by law, such as a correction, update, replacement download, price reduction or refund where legally required.
- Beta and Early Access software may contain visible or functional imperfections that were clearly disclosed in advance. A clearly disclosed limitation is not automatically a defect where the Consumer was specifically informed before purchase and valid consent was obtained where required.

12. Right of withdrawal for digital content

- Consumers normally have a statutory withdrawal period for distance sales. For digital content not supplied on a tangible medium, the right of withdrawal may be lost once supply begins, but only where the Consumer expressly consents to immediate supply before the end of the withdrawal period and acknowledges the resulting loss of the right of withdrawal, and the required confirmation is provided.
- The checkout must use a separate, unticked consent statement for this purpose. Acceptance of the general Terms & Conditions alone is not sufficient.
- If the required consent and acknowledgement have not been validly obtained, the Consumer's statutory withdrawal rights remain applicable.
- Nothing in this clause limits statutory rights relating to non-conforming, defective or undelivered digital content.

13. Intellectual property

- All intellectual property rights in Silver Shadow, its source code, interface, graphics, documentation, naming and proprietary content remain with the Supplier or its licensors.
- The purchase grants a right of use; it does not transfer ownership or source code.
- Third-party trademarks and product names remain the property of their respective owners.

14. Availability of activation and updates

- The Supplier aims to maintain reasonable availability of download, activation and update systems, but may perform temporary maintenance or depend on internet, hosting or PayPal services supplied by third parties.
- If an outage prevents activation or a necessary update, the Supplier will make reasonable efforts to provide an appropriate solution.

15. Liability

- The Supplier is not liable for damage caused by incorrect, unauthorised or unsafe radio operation, incorrect frequency or power settings, defective peripheral equipment, an unsuitable antenna system or disregard of warnings and manuals.
- To the extent permitted by law, liability for indirect or consequential loss, loss of profit, missed radio contacts/QSOs or loss of data not managed by Silver Shadow is excluded.
- No limitation in these terms applies where liability cannot lawfully be excluded or limited under mandatory law.

16. Privacy and the license database

- For ordering, delivery, activation, security, support and updates, the Supplier may process personal data such as name/email from the order, PayPal order reference, license key, license status, purchase date, software version and a pseudonymised/hashed Device ID.
- Raw hardware identifiers should, where possible, not be retained longer than necessary; a hashed or pseudonymised fingerprint is preferred for device binding.
- Data is not sold to advertisers. Processing, retention periods, data-subject rights and processors will be described further in the website privacy statement.
- PayPal processes payment information under its own terms and privacy policy.

17. Termination and blocking

- In cases of serious or repeated breach of the license terms, fraud, unauthorised distribution, chargeback after delivery or activation abuse, the Supplier may suspend or block a License subject to applicable statutory rights.
- A blocking decision based on suspected abuse will be reviewed on request. A legitimate consumer claim, complaint or statutory withdrawal is not in itself abuse.

18. Changes to these terms

- The terms applicable at the time of purchase continue to govern rights already acquired. The Supplier may amend terms for future purchases.
- Material changes necessary for an ongoing digital service or license-control system will be communicated clearly where required by law and may not reduce mandatory consumer rights.

19. Complaints and contact

- Complaints and support requests may be submitted to [SUPPORT EMAIL]. Include the order reference or license key where useful, but never publish a complete license key on a public forum.
- The Supplier aims to provide a substantive response within a reasonable period.

20. Governing law

- The agreement is governed by Dutch law, without prejudice to mandatory consumer protection to which a Consumer is entitled in the country of residence.
- Disputes will be submitted to the competent court in accordance with applicable statutory rules.

Appendix A - Checkout wording for immediate digital delivery

Important for the website

Use the two statements below as separate, unticked checkboxes before the PayPal payment button. Record date/time, order and consent in the order administration and include confirmation in the email/order confirmation.

☐ I agree to the Silver Shadow Terms & Conditions and Privacy Statement.

☐ I request immediate supply of the digital Silver Shadow software before the end of the statutory withdrawal period and acknowledge that I lose my right of withdrawal once supply of the digital content has begun.

Payment button: use wording that clearly creates a payment obligation, for example "Order and pay with PayPal".

Appendix B - Minimum license-server privacy data

Data	Purpose	Recommendation
Email	order, recovery, support	retain as required for contract/support and statutory administration
PayPal order ID	payment evidence, refund/chargeback	do not store full payment-card details
License key	activation and entitlement	do not display complete keys in logs or public support tickets
Device ID hash	1 license = 1 computer	store only a hash/pseudonym; avoid unnecessary raw serial numbers
Status + edition	active/disabled, Founders	required for activation and update rights
App version / last check	support and update management	limit to what is functionally necessary