



TERMS & CONDITIONS

Terms and Conditions

Accounts, Premium Access, and the local-only features that keep your files on your own network.

DOCUMENT

Terms & Conditions

PUBLISHER

Hilda Labs, Paris

UPDATED

18/08/2026

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Introduction

Hilda Labs (hereinafter "the Company", "we", "us" or "our") is a company registered in France. The Sendu application is developed by Hilda Labs. Sendu is accessible via our website <https://sendu.fr> and delivers its services via the Sendu application (hereinafter the "Application") available on Android, iOS, Desktop (macOS, Windows, Linux), and Android TV.

Sendu enables users to transfer files, stream media to TV, share folders, and download from shared folders — all through direct peer-to-peer connections on a local network.

The Website, our services, and the Sendu Application are globally referred to as the "Services".

The user is referred to as "User", "Member", "Visitor", or "you".

The User and the Company are the "Parties".

Agreement to Terms and Scope

Any access or use of our Services implies the acceptance and respect of all present terms and conditions (the "Terms"), even when you are using our Services on behalf of a company or organization. Please read the Terms carefully before using the Application or the Services.

If you do not agree with any of the Terms, DO NOT use the Services.

Privacy and Data Protection Policy

Providing our Services requires collecting and using limited information. The Company may collect statistics, performance, and usage data related to the Services and may use related information for development and improvement purposes, provided that such information does not contain any of the User's personal data and/or confidential information. The Company retains all intellectual property rights on such information.

When you use our Services, you agree to all these Terms. Your use of our Services is also subject to our **Privacy and Data Protection Policy**, which covers how we collect, use, share, and store your personal information.

The Privacy and Data Protection Policy is part of these Terms and is available at <https://sendu.fr/privacy> and within the Application.

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Changes to Terms

We reserve the right to change or update these Terms at any time, or any other of our policies and practices.

We may update and change the Services and the Application in our absolute and sole discretion, including but not limited to changes in the features and content of the Application.

Any changes or updates will be effective immediately, and your continued use of the Application or the Services will constitute agreement with these amendments.

We will notify you in advance of any changes to these Terms if your purchase of the Services is in progress, so that you may choose to cancel your subscription to our Services, without penalty, before the amended terms come into effect.

The effective Terms of Services are always available on <https://sendu.fr> and within the Application.

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Access and Use of Services

5.1 Account Creation

In order to access the Application or the Services, you must create an account during your first connection to the Application. Account creation is handled through Google Sign-In (via Firebase Authentication). By signing in with your Google account, you authorize the Application to receive your basic profile information (name, email address, profile photo) in accordance with Google's authorization procedures.

5.2 Minimum Age

In order to use the Services, you must be at least **16 years old** ("Minimum Age"), be authorized to use the Services under applicable law, and not be forbidden to use the Services under applicable law.

However, if the law requires that you be older in order for the Company to lawfully provide the Services to you without parental consent (including use of your personal data), then the Minimum Age is such older age.

To make a purchase via the Services, you must be **18 years or older** and capable of forming a binding contract.

5.3 Account Responsibility

Your account is personal and confidential. You agree to:

- Keep your account credentials secure and not disclose them by any means
- Not share an account with anyone else
- Follow the law and our rules described in the present Terms
- Be responsible for anything that happens through your account unless you close it or report misuse

We reserve the right to remove, reclaim, or change a username or account if we determine, in our sole discretion, that it is inappropriate, obscene, or otherwise objectionable.

Identity theft is expressly forbidden. Every User may create only one account. If, for any reason, we disable your account, you must not try to create another account without prior permission.

5.4 User Obligations

You agree that you will:

- Comply with all applicable laws, including without limitation privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements
- Provide accurate information to us and keep it updated
- Use the Services in a responsible manner
- Not use the Services in any way that could harm other users, the Company, or any third party

Services Description

6.1 General Access and Premium Access

A Services subscription is not transferable, meaning it cannot be sold, exchanged, or transferred in any way. The Application may offer the following access levels:

- **General Access:** A free tier that offers Users access to basic features and functionalities of the Application.
- **Premium Access:** A paid subscription that provides access to all features and functionalities, including and beyond those offered to General Access users. A Premium Access user can access all current and future content and functionalities while their subscription is active and valid.

6.2 Local-Only Features

The following core features of the Application operate entirely within your local network (Wi-Fi or LAN) using direct peer-to-peer (P2P) connections. No data processed by these features is sent to, routed through, or stored on any external server:

- **File Transfer:** Send and receive files directly between devices on the same local network
- **Stream to TV:** Cast or stream media content from your device to an Android TV or other compatible display on your local network
- **Shared Folder:** Make a folder on your device accessible to other devices on the same local network
- **Download from Shared Folder:** Browse and download files from a shared folder made available by another device on the same local network

These features are designed with a privacy-by-design approach. The Company has no technical capability to access, intercept, monitor, or view any content transferred, streamed, shared, or downloaded through these local features. You are solely responsible for the content you transfer, stream, or share using these features.

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Premium Access Purchase

7.1 Premium Access

Any General Access user can purchase the Premium Paid Subscription ("Premium Access") to receive access to all existing and new features and functionalities.

You can subscribe to Premium Access by purchasing a subscription within the Application.

Platform billing (required by Apple and Google):

- On **iOS** and **Apple TV**, digital subscriptions and in-app purchases are sold exclusively through **Apple In-App Purchase**. Payment is charged to your Apple ID account.
- On **Android** and **Android TV**, digital subscriptions and in-app purchases are sold exclusively through **Google Play Billing**. Payment is charged to your Google Play account.
- **Stripe** is used only for purchases on **desktop and web**, not for digital goods inside the iOS or Android applications.
- **RevenueCat** may be used to manage subscription status across platforms. It does not replace Apple or Google billing on mobile.

We do not collect or store any payment card details. All payment processing is subject to the terms and privacy policies of the respective stores and payment providers.

7.2 Automatic Renewal, Cancellation, and Refunds

If you purchase an auto-renewing subscription:

- Payment will be charged to your Apple ID or Google Play account **at confirmation of purchase**.
- The subscription **automatically renews** unless auto-renew is turned off at least **24 hours before** the end of the current period.
- Your account will be charged for renewal within **24 hours prior** to the end of the current period, at the price disclosed at purchase (or as later notified to you).
- You can manage and cancel subscriptions in your account settings after purchase:
 - **Apple App Store / iOS:** Settings > [Your Name] > Subscriptions, or <https://apps.apple.com/account/subscriptions>
 - **Google Play / Android:** Google Play app > Payments & subscriptions > Subscriptions
 - **Apple TV / Android TV:** use the subscription management screens provided by the device (for Apple TV, see Apple's subscription management instructions on the TV)
 - **Desktop / Web:** follow the cancellation instructions in the Application or on <https://sendu.fr>
- If a **free trial** is offered, any unused portion of the trial is forfeited when you purchase a subscription where required by the store.
- These Terms and the Privacy Policy apply to the subscription. They are available at <https://sendu.fr> and <https://sendu.fr/privacy> and within the Application.

Refunds:

- Purchases made through the **Apple App Store** are handled by Apple under the [Apple Media Services Terms](#). Request refunds from Apple (for example via reportaproblem.apple.com).
- Purchases made through **Google Play** are handled by Google under the Google Play Terms of Service. Request refunds through Google Play.
- For **desktop/web** purchases processed by Stripe, contact us at support.sendu@hilda-ai.com. Store-platform refund rules always prevail over this paragraph for Apple and Google purchases.

You will retain access to Premium Access until the end of the current paid period after cancellation of auto-renewal.

7.3 Changes to Pricing

We reserve the right to change our pricing terms for subscriptions at any time. The Company will notify you in advance when such changes become effective.

Changes to pricing terms will not apply retroactively and will only apply for subscription renewals after such changed pricing terms have been communicated to you.

If you do not agree with the changes to the Company's pricing terms, you may choose not to renew your subscription in accordance with this article.

7.4 Future Functionality and Features

You agree that your subscription or purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by the Company regarding future functionality or features.

We may change, update, remove, or terminate any or all of the Application's features at any time, without notice and for any reason. Subscriptions do not guarantee delivery of current or future functionality or features.

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Feedback

We welcome any feedback, comments, and suggestions for improvements to our Services ("Feedback"). You can submit your Feedback by emailing us at support.sendu@hilda-ai.com.

You grant us a non-exclusive, worldwide, perpetual, irrevocable, fully paid, royalty-free, sublicensable, and transferable license under any and all intellectual property rights that you own or control. We reserve the right to use, copy, modify, and/or create derivative works for any purpose based upon your Feedback.

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Intellectual Property and Copyright Policy

9.1 Intellectual Property Rights

The Company reserves all of its intellectual property rights in the Services. Using the Services does not give you any ownership in our Services or the content or information made available through our Services.

The Company is the sole owner of its Application and Services and owns all intellectual property rights thereto, including logo, techniques, concepts, trademarks, information, documentation, know-how, methods or processes, past developments and/or developments made or acquired during the present Terms.

9.2 License to Use the Application

Subject to your compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable license to:

- Download and install a copy of the Application on a device that you own or control and to run such copy of the Application solely for your own personal, non-commercial purposes
- Access and use the Services in connection with your permitted use of the Application

Except as expressly permitted in these Terms, you may not:

- Copy, modify, or create derivative works based on the Application
- Distribute, transfer, sublicense, lease, lend, or rent the Application to any third party
- Reverse engineer, decompile, or disassemble the Application
- Make the functionality of the Application available to multiple users through any unauthorized means

9.3 User Content and Local Data

Given that Sendu's core features operate on a local peer-to-peer basis, the content you transfer, stream, or share through the Application remains entirely on your local network and under your control.

The Company does not access, collect, or claim any ownership rights over the files, media, or data that you transfer, stream, share, or download using the Application's local features.

You are solely responsible for ensuring that any content you transfer or share through the Application does not violate any applicable laws, third-party rights, or intellectual property rights.

9.4 Copyright Infringement Notices

If you believe in good faith that your copyright has been infringed through the Services, you may provide a written communication containing:

- A description of the copyrighted work that you claim has been infringed
- A description specifying the location of the material that you claim is infringing
- Your email address and your mailing address and/or telephone number
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement made under penalty of perjury that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

Please submit your notice to: support.sendu@hilda-ai.com

Or by mail at:

Hilda Labs

173 rue de Courcelles
75017 Paris
France

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Prohibited Uses

You agree that you will not directly or indirectly use the Services for illicit purposes and notably:

- Create a false identity on the Application, misrepresent your identity, create a User profile for anyone other than yourself, or use or attempt to use another's account
- Develop, support, or use software, devices, scripts, robots, or any other means or processes to scrape the Services or otherwise copy data from the Services

- Override any security feature or bypass or circumvent any access controls or use limits of the Services
- Copy, use, disclose, or distribute any information obtained from the Services, whether directly or through third parties, without the consent of the Company
- Post anything that contains software viruses, worms, corrupt data, or any other harmful code
- Reverse engineer, decompile, disassemble, decipher, or otherwise attempt to derive the source code for the Services or any related technology that is not open source
- Imply or state that you are affiliated with or endorsed by the Company without our express consent
- Rent, lease, loan, trade, sell/re-sell, or otherwise monetize the Services or related data or access to the same, without the Company's consent
- Use bots or other automated methods to access the Services
- Monitor the Services' availability, performance, or functionality for any competitive purpose
- Affect the performance or the availability of the Services
- Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services
- Interfere with the operation of, or place an unreasonable load on the Services (e.g., spam, denial of service attacks, viruses)
- Use the local features (file transfer, streaming, shared folders) to distribute content that violates applicable laws, including but not limited to copyrighted material, illegal content, or content that infringes upon the rights of third parties
- Violate any applicable local, regional, national, or international law or regulation
- Encourage or enable any other individual to do any of the aforementioned

We reserve the option to withdraw or deactivate access to any content or account at any time and without prior notice, in particular if we deem, in our sole discretion, that the User has violated these Terms.

We have the right to investigate violations of these Terms and any behavior that affects our Services. We may also consult and cooperate with law enforcement authorities to prosecute Users who violate the law.

Services Availability and Warranty Disclaimers

The Company implements all reasonable means at its disposal to ensure quality access to the Services as well as the security of the Application.

However, the Company does not guarantee that the Services and the Application will always be available. Your access to the Services may occasionally be restricted including but not limited to maintenance, installation of new facilities, and implementation of additional services. We will try to resume Services as soon as reasonably possible.

The responsibility of the Company cannot be engaged in the event of failure, breakdown, difficulty, or interruption of operation, preventing access to the Services or to the Application or to one of its functionalities.

The connection material and devices you use to access the Application are under your sole responsibility. You must take all appropriate measures to protect your devices and your own data, in particular from viral attacks via the Internet. You are also solely responsible for the sites and data that you access.

The Company cannot be held responsible in a case of legal procedure against you:

- Due to the use of the Application or any part of the Services
- Due to your non-compliance with these Terms

The Company cannot be held responsible for damage caused to yourself, third parties, and/or to your equipment as a result of your connection or use of the Services, and you agree to have no right of any action as a consequence of that.

If the Company were to enter into an amicable or legal procedure because of your use of the Services, the Company reserves the right to obtain compensation for all potential damages, sums, convictions, and costs that could arise from the procedure.

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Limitation of Warranties

The Company makes no representations or warranties, either express or implied, with respect to the Services and the Application. The Company disclaims all implied warranties including without limitation any warranty of condition, quality, performance, merchantability, fitness for a particular purpose, or from a course of dealing or usage of trade.

The Company specifically does not warrant that:

- The Services shall meet User's needs or expectations

- The operation of the Services shall be error-free or uninterrupted
- All errors or defects in the Services shall be corrected
- Files transferred, streamed, or shared via the local features will arrive without corruption or interruption (local network conditions are outside of the Company's control)

The Company shall not be liable to User for loss of use of any works, loss of profit, loss of any contract, or for any indirect or consequential loss or damage which may be suffered by User in connection with the use of the Services or the Application.

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Local Network Features — Disclaimer

The local peer-to-peer features of the Application (file transfer, stream to TV, shared folder, download from shared folder) operate entirely within the User's local network.

The Company:

- Has no control over, access to, or visibility into any data transmitted through these features
- Cannot monitor, moderate, or filter the content transferred, streamed, or shared between devices
- Is not responsible for the nature, legality, accuracy, or appropriateness of any content transferred through the local features
- Is not responsible for any loss, corruption, or unauthorized access to data resulting from the use of local features, as these depend entirely on the User's local network environment and device security

You acknowledge and agree that you are solely responsible for:

- The content you transfer, stream, or share using the local features
- Ensuring that your use of the local features complies with all applicable laws and regulations
- The security and configuration of your local network
- Any consequences arising from sharing content with other devices on your local network

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Termination

You are free to terminate your account at any time without prior notice by:

- Deleting your account directly from within the Application (account or settings area)
- Sending us an email at support.sendu@hilda-ai.com, including if you have uninstalled the Application

Deleting your account does **not** cancel an auto-renewing subscription billed by Apple or Google. You must also cancel the subscription in your Apple ID or Google Play settings.

Please note that even after the termination, interruption, or cancellation of the Services and/or your account, all of the clauses of these Terms that by their nature are intended to survive termination shall remain in force, in particular the clauses relating to intellectual property, exclusions from warranty, limitations of liability, and applicable law.

The Company may also terminate your access and use of the Services, at its sole discretion, at any time and without prior notice, particularly in cases of violation of these Terms.

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Survivability

Clauses which, by their nature, are intended to survive the termination of the present Terms shall remain in effect. Such clauses include in particular: Intellectual Property and Copyright Policy, Services Availability and Warranty Disclaimers, Limitation of Warranties, Local Network Features — Disclaimer, Prohibited Uses, Confidentiality, Third-Party Materials, Severability, Applicable Law and Jurisdiction.

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Hyperlinks and Third-Party Resources

The Services and the Application may contain links to third-party websites or resources.

The Company only provides these links for convenience and is not responsible for the content, products, or services available on those websites, resources, or links displayed on such websites.

You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

Confidentiality

User may receive confidential information ("Confidential Information") under these Terms ("Receiving Party"). The Receiving Party shall take commercially reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party ("Disclosing Party"), which shall in no event be less than a reasonable degree of care.

Confidential Information shall either be marked as confidential or proprietary, or considered confidential if a reasonable person under the circumstances would understand it to be confidential.

The Receiving Party shall ensure that its suppliers and contractors that have access to such information are bound by the same obligations of confidentiality.

All provisions of the present Terms relating to Confidential Information shall apply for the duration of the present Terms and for a period of **five (5) years** after the termination of these Terms. This obligation shall not apply to information that is released into the public domain without the breach by a Party of its confidentiality obligations.

The Confidential Information shall remain the property of the party disclosing such information.

Third-Party Materials

The Services may contain features and functionalities providing access to third-party materials such as websites, servers, networks, systems, information, databases, applications, software, or services (hereinafter "Third-Party Materials").

User acknowledges that the Company is under no circumstances responsible for any of these Third-Party Materials and does not warrant or support Third-Party Materials.

To the maximum extent permitted by applicable law and notwithstanding anything contrary to these Terms, the Company bears no responsibility of any kind for any disclosure, modification, or deletion of User's content resulting from interoperation with a Third-Party Material.

Apple and Google Platform Terms

The following terms apply when you use the Application obtained from either the Apple App Store or Google Play Store (each an "App Distributor"):

- These Terms are concluded between you and the Company, and not with the App Distributor. The Company is solely responsible for the Application.
- The license granted to you for our Application is limited to a non-transferable license to use the Application on a device that utilizes the Apple iOS, Android, macOS, Windows, or Linux operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service.
- The App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
- In the event of any failure of the Application to conform to any applicable warranty, you may notify the App Distributor, and the App Distributor may refund the purchase price (if any) for the Application. To the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation with respect to the Application.
- The App Distributor is not responsible for addressing any claims you or any third party may have relating to the Application.
- The App Distributor is a third-party beneficiary of these Terms and, upon your acceptance of these Terms, the App Distributor will have the right to enforce these Terms against you as a third-party beneficiary.

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Severability

In the event that a clause or part of a clause of the present Terms is declared to be void or unenforceable, this shall not affect the validity of the other dispositions which shall remain in full effect.

Article headings and titles are included for convenience and shall not affect the meanings of the terms or conditions hereof. In the event that there is a conflict between an article title and one or more of the dispositions of the present Terms, the titles shall be deemed irrelevant.

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Independent Parties

The Parties are independent contractors and nothing in these Terms is to be construed as creating an agency, partnership, joint venture, employment, or any other form of legal association between the Parties.

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Applicable Law and Jurisdiction

These Terms and their interpretation are subject to **French law**.

All disputes relating to the validity, execution, or interpretation of these Terms, whether on the merits or on the form, will be subject to the exclusive jurisdiction of the courts of **Paris, France**, notwithstanding plurality of defendants or appeal as a guarantee, even for emergency procedures or conservatory or interim proceedings.

For consumers residing in the European Union, nothing in this clause shall affect your statutory rights under mandatory consumer protection laws of your country of residence.

In accordance with Articles L.611-1 and R.612-1 of the French Consumer Code, you may also resort to a consumer mediation procedure. The list of mediators is available at:

<https://www.economie.gouv.fr/mediation-conso>

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Contact Information

If you have any questions regarding the Services, the Company, or these Terms, please contact us at:

Hilda Labs

173 rue de Courcelles
75017 Paris
France

Email: support.sendu@hilda-ai.com

Website: <https://sendu.fr>

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