

Terms of Use

1. Website terms and conditions of use

- This document ("Terms") sets out the terms and conditions of Titan Secure, Inc., a Delaware corporation ("Titan") pertaining to the access and use of the information, products, Services and functions provided on Titan's website at titan-secure.com and Titan's other digital and electronic applications and platforms (collectively referred to as ("Platforms")), used on Smart Devices (such as amongst others computers, Android or IOS applications for mobile, tablet or use on other smart devices).
- Should any person that accesses the Platforms, you ("you" or "user") disagree with any of the Terms, you must refrain from accessing the Platforms and/or using our Services, and notify us in writing at accounts@titan-secure.com. Note that these Terms will apply to all Titan's Registered customers, and you cannot contract out of these Terms.
- If you are under the age of 18, you must obtain your parent's or legal guardians' advance authorization, permission and consent to be bound by these Terms before purchasing or using any of our products or Services.
- Titan reserves the right, in its sole discretion, to amend and/or replace these Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Each time a user accesses the Platforms and/or uses the Services, the user shall be deemed to have consented, by such access and/or use, to the Terms, amended and/or replaced by Titan from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Platforms. Titan will however give you prior notice where we have collected personal information from you and the purpose for which we collected that information, is affected by the intended amendment.
- If there is anything in these Terms you do not understand, please contact Titan as soon as possible – see clause 22 below for contact Please note that calls to Titan may be monitored for training, security and quality assurance purposes.

2. Definitions

In these Terms, unless clearly inconsistent with or otherwise indicated by the context, the following capitalized terms shall have the meanings assigned to them hereunder, and if a capitalized terms is not defined herein, then it is defined in the User Agreement.

- **"Account"** means the account created on the Platform by you, including your name and surname, identify number, email address and cell phone number and Vehicle details

provided to us, plus your selected Account password allocated to that Customer, and any Payment Method associated with that Account;

- **“Channel Partners”** means Titan’s partners assisting it in delivering Titan Solution or rendering Services to you, or Platform users;
- **“Charge”** or **“Charged”** means an amount charged by Titan to the you for the provision of the Titan Solution, as more fully described in the User Agreement;
- **“Confidential Information”** means all information of any nature whatsoever which is disclosed by a party or which may be obtained from the other party which is marked ‘confidential’ (or with similar legend), or which the disclosing party (being Titan) identifies as confidential, or which by its nature is confidential, including without limitation, Intellectual Property, Titan’s Infrastructure and regardless of where or how such information is disclosed to the receiving party (you) including, without limitation, whether orally, visually or by reason of inspection of documentation, electronic data or other matter;
- **“Data Protection Legislation”** means any data protection or data privacy laws applicable to the parties from time to time;
- **“Driver”** means the Driver as defined in the User Agreement;
- **“Equipment”** means the equipment installed on your Vehicle, as described in the User Agreement;
- **“Infrastructure”** means Titan’s Equipment and/or its contents, the Platform or Titan’s Environment (as defined in the User Agreement), and/or Titan’s Intellectual Property;
- **“Intellectual Property”** means all and any of Titan’s rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under license by Titan, now or in the future, including without limitation, Titan’s rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not;
- **“Payment Method”** means your method of payment used to pay the amount(s) Charged under the User Agreement such as credit card or debit card payments facilitated via the Payment Gateway (as defined in the User Agreement);
- **“Platform”** means Titan’s digital and/or electronic Platforms, hosted on Titan’s Website and/or Titan’s software applications (used by Titan’s customers on their Smart Devices);
- **“Policies”** means Titan Policies applicable to you from time to time, which are available on request from Titan, and shall include applicable Chanel Partner’s terms or policies;
- **“Service”** means Titan’s service provided to you as described in the User Agreement;
- **“Smart Device”** means any computer, mobile phone, tablet and other smart electronic device system used by you to run our Platform;
- **“Titan Solution”** will have the meaning ascribed to it in the User Agreement;

- **“User Agreement”** means the user agreement between you and Titan entered into when registering on Titan’s Platform;
- **“User Content”** means user comments as defined in these Terms;
- **“Vehicle”** means the your Vehicle as defined and used in the User Agreement;
- **“Website”** means Titan’s website(s) titansecure.com and shall include any page thereon, or other website pages referenced therein, and is used subject to these Terms;
- **“Terms”** means these terms and conditions as posted on the Website;

3. Content of the Platform Services

- Titan reserves the right to make improvements, change or discontinue, without notice, any aspect or feature of the Platforms and any information or content on the Platforms, subject to compliance with the User Agreement (if applicable to a user).
- Titan reserves the right to change and amend the products, prices and rates quoted on this Platform from time to time on notice to you on the Website.
- Titan may use the services of third parties to provide information on the Platforms. Titan has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or You agree that such information is provided “as is” and that Titan and its Chanel Partners (as defined in the User Agreement) shall not be liable for any losses or damages that may arise from your reliance on it, howsoever these may arise.
- Titan makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Platforms, including without limitation:
 - Titan does not warrant that the Platforms or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. TITAN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT, COMPATIBILITY, SECURITY AND ACCURACY;
 - Whilst Titan has taken reasonable measures to ensure the integrity of the Platforms and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via Titan’s Platforms are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user’s system.
- Information published on these Platforms may be done so in the format in which Titan receives it and statements from external parties are accepted as fact.

4. Linked third-party Platforms and third-party content

- Titan may provide links to third-party websites on the Platforms. These links are provided to you for convenience purposes only and Titan does not endorse, nor does the including

of any link imply Titan's endorsement of, such websites, their owners, licensees or administrators or website's content or security practices and operation.

- While Titan tries to provide links only to reputable websites or Channel Partners, Titan cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of Titan is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on Titan's Platforms.
- You agree that Titan shall not be held liable, directly, or indirectly, in any way for the content, the use or inability to use or access any linked websites or any line(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Any dealings that you may have with any linked websites, including advertisements, found on the Platforms, are solely between you and the third-party websites.

5. Account Eligibility

- You must register for an Account on Titan's Platform in order to use the Titan Solution and our Platform, and you hereby represent that you: (a) are a citizen or permanent resident of the country in which you intend to use the Services; (b) an individual who is 18 years or older, and can form legally binding contracts; and (c) agree from the date of your first use of Titan's Platform to be bound by these
- You agree not to provide any false or misleading information about your identity, Vehicle or location or the Services you require, and to correct any such information that is or becomes false or misleading.
- Registration of an Account requires that you provide Titan with a debit order authorization on the Customer's Account, meaning a Payment Method.

6. Verification

- Titan reserves the right to verify you and your Vehicles as set out herein from time to time, and the you irrevocably agrees to such verification as a requirement to be Registered as a User.
- The verification of you, your Vehicle and/or your Account on the Platform remains at the sole and unfettered discretion of the Titan and includes, but is not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity, citizenship, your location, or your Vehicle. **You authorize Titan, directly or through third parties, to make any inquiries necessary to validate your identity, your location, and/or your Vehicle or its location and confirm your ownership of your email address, financial accounts used as the Payment Method, and your Vehicle, subject to applicable law.** When requested, you must timely provide Titan with complete information about yourself, your Vehicle or your business

(where the business owns the Vehicle), which includes but is not limited to, providing official government or legal documents.

- Titan, in its sole discretion, reserves the right to suspend or terminate your Account, immediately upon giving notice to you if Titan believes you may be abusing Titan's Infrastructure, Intellectual Property or Platform or take such action as is otherwise permitted by these Terms or the User Agreement (if applicable) and the Policies, which may impact your ability to use or receive the Services.

7. Usage restrictions/Acceptable Use

You hereby agree that you shall not itself, nor through a third party:

- Copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, license, sub-license, encumber or in any other way deal with any part of the Platforms and Titan's Intellectual Property for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms, or the User Agreement concluded between Titan and you;
- Decompile, disassemble or reverse engineer any portion of the Platforms or

Titan's Infrastructure belonging to Titan;

- Write and/or develop any derivative of the Platforms or Titan's Infrastructure of any other software program based on the Platforms or Titan's Infrastructure;
- Modify or enhance the Platforms. In the event of a user effecting any modifications or enhancements to the Platforms in breach of this clause, such modifications and enhancements shall be the property of Titan;
- Without Titan's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Platforms or Titan's Infrastructure by persons other than the user;
- Remove any identification, trademark, copyright or other notices from the Platforms;
- Post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Platforms ("User Content"), any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane or hateful, or facially, ethnically or otherwise objectionable content of any kind; and/or
- Do not support anything that would violate Titan's Policies or these Terms, or any term of the User Agreement;
- Is intended in any way to make or share misleading content (like 'deep fakes' or 'fake news') which is intended to deceive others;
- Notwithstanding anything contained to the contrary in these Terms, use the Platforms for any purpose other than personal, non-commercial and information
- You hereby agree and warrants that:

- you shall perform your responsibilities under these Terms in a manner that does not infringe or constitute an infringement or misappropriation of, any Intellectual Property or other proprietary rights of any third party, including the Confidential Information of such other party;
- It will comply and adhere to all applicable laws, Policies and agrees to adhere to our Policies which must be read as if herein included and will throughout the subsistence of this Agreement comply with any applicable industry or regulations and adhere to best industry practice in the discharge of its duties to Titan;
- In the performance of its responsibilities under this Agreement the User will not knowingly do or refrain from doing or omit to do anything which might in any way jeopardise Titan or its Channel Partner's, the Services of any Titan licenses, our Infrastructure of Environment (as defined in the User Agreement);
- To the extent permissible by law neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded in these Terms whether or not it induced this Agreement or was negligent;
- Use a robot, spider, scraper, or similar mechanism on our Website or Platforms without written permission from Titan's Board of Directors;
- Copy, distribute, or otherwise use any information you found on Titan or its Services, whether directly or through third parties (like search engines), without Titan's consent (no scraping allowed);
- Collect or use identifiable information, including account names;
- i-frame or link to the Services without Titan's written permission;
- overwhelm the Website with an unreasonable or large amount of information
- Titan reserves the right in its sole discretion to alter or remove any information or User Content submitted to the Platform.

8. Security

- In order to ensure the security and reliable operation of the services to all Titan's users, Titan hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back- office applications, and Infrastructure.
- You may not utilize the Platforms or Titan's Infrastructure in any manner which may compromise the security of Titan's networks or tamper with the Platforms or Titan's Infrastructure or Equipment in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorized access to the Platforms or Titan's Infrastructure, or delivering or attempting to deliver any unauthorized, damaging or malicious code to the Platforms or Titan's Infrastructure, all of which is expressly

prohibited. If you violate this Section you shall be held criminally liable. Further, should Titan suffer any damage or loss, civil damages shall be claimed by Titan against you.

9. Intellectual Property Rights

- All copyright and other Intellectual Property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, Confidential Information, designs, agreements, and multimedia works, published on or via the Platforms (**"proprietary material"**), are the property of or are licensed to, Titan and as such are protected from infringement by local and international legislation and treaties.
- All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in the Website and Titan's other Platforms is granted to you.
- Except with Titan's express written permission of its Board of Directors, no proprietary material from our Platforms may be copied or retransmitted.
- Irrespective of the existence of copyright, the user acknowledges that Titan is the proprietor of all material on the Platforms (except where a third party appears to be or is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such
- Titan authorizes you only to view, copy, temporarily download to a local drive and to print the content of this Platform, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.
- You hereby indemnify and hold Titan and its Channel Partners harmless against all losses, liabilities, damage, damages and claims, and all related costs and expenses (including legal fees, tracing and collection charges, costs of investigation and interest) incurred by Titan arising out of or in connection with any claim, demand, Charge, action, cause of action, or other proceeding brought by a third person based on the infringement of any Intellectual Property as a result of use by
- Titan will promptly notify you in writing of any claims, demands, Charges, actions, causes of action, or other proceedings alleging infringement or violation if it has the user's contact details.

10. User Content

- By submitting reviews, comments and/or any other content (other than your personal information) to Titan for posting on the Platforms (**"User Content"**), you automatically grant Titan and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and license to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that

may exist in such Subject to this license, you retain any and all rights that may exist in such content.

- You represent and warrant irrevocably that:
 - You either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Titan the license to the User Content as set forth above; and
 - Neither the User Content, nor your submission, uploading, publishing or otherwise making available of such User Content, nor Titan's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's Intellectual Property or proprietary rights, or Data Protection Legislation, or result in the violation of any applicable law or regulation;
 - You are responsible for any harm caused to anyone by the User Content you post on the Platform— not Titan or its Channel Partners — and you'll compensate and defend Titan, Titan's Channel Partners, employees and representatives against any costs or legal or government action Titan incurs because of your User

11. Risk, limitation of liability and indemnity

- Your use of this Platforms and the information contained on the Platforms is entirely at your own risk and you assume full responsibility and risk of loss resulting from the use thereof.
- The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this Under no circumstances shall Titan be liable for any loss, harm, or damage suffered by you as a result thereof. Titan reserves the right to request independent verification of any information transmitted via email and the user consents to such verification should Titan deem it necessary.
- To the extent permissible by law:
 - Neither Titan, its affiliates, Channel Partners, shareholders, directors, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the Platforms/Infrastructure or any functionality thereof or of the Infrastructure, or the information contained on the Platforms, or of any linked websites, even if Titan knows or should reasonably have known or is expressly advised thereof.
 - The liability of Titan for faulty execution of the Platforms as well as all damages suffered by you, whether direct or indirect, as a result of the malfunctioning of the Platforms or Infrastructure shall be limited to Titan rectifying the malfunction, within a reasonable time and free of charge, provided that Titan is notified immediately of the damage or

faulty execution of the Platforms/Infrastructure. This liability shall be expressly excluded if you attempt to correct or allows third parties to correct or attempt to correct the Platforms/Infrastructure without the prior written approval of Titan's Board of Directors.

- You hereby unconditionally and irrevocably indemnify Titan and its Channel Partners and agree to hold Titan free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by Titan or instituted against Titan as a direct or indirect result of:
 - your use of the Platforms, our Channel Partners or reliance on our Infrastructure;
 - software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of Titan;
 - your failure to comply with any of the Terms or any other requirements which Titan may impose from time to time such as the User Agreement terms amongst others;
 - the actions or requirements of any Channel Partner, telecommunications authority or supplier of telecommunications services or software; or
 - any unavailability of, or interruption in, the Platform or Service which is beyond the control of Titan.
- Titan makes no warranty or representation as to the availability, accuracy or completeness of the content of the You expressly waive and renounce all your rights of whatever nature that you may have against Titan for any loss suffered by you, as a result of information supplied by Titan or its Channel Partners being incorrect, incomplete or inaccurate.

12. Privacy and cookie policy

- Titan takes your privacy seriously and is committed to protecting your personal information. Titan uses the personal information that Titan collects from you in accordance with this Section.
- Personal information when used in these Terms means information that can identify you as an individual or is capable of identifying you. By personal information Titan does not mean general, statistical, aggregated or anonymized
- Your use of the Services and Platform signifies your consent to Titan collecting and using your personal information as specified below.
- You agree:
 - To provide true, accurate, and complete information on your Account and in conversation with Titan or Titan's Channel Partners, and to update your information to maintain its truthfulness, accuracy, and completeness; and
 - That Titan may include your name and/or photo and/or Vehicle details when rendering Assistance (as defined in the User Agreement) to you or in consulting with our Channel Partners to secure your Vehicle.
- How Titan collects information about you: Titan collects your personal information directly from you during your Account Registration process, and when communicating with Titan;

if you enter a competition or participate in a promotion, Titan will ask for your name, address and e-mail address and any other relevant information about you, etc; and Titan monitors the Equipment in your Vehicles and your use of the Platform on your Smart Devices.

- How Titan uses your information: Titan may use your information to confirm that your Subscription (as defined in the User Agreement) has been received; to validate you as a customer and/or Platform user, associate your Vehicle with you; to track your Vehicle and to contact you via the Platform or any other communication channel (such as telephonically, Whatsapp, SMS or email, or the like) when alerting you to an Incident (as defined in the User Agreement) or when using the Infrastructure or Services and contacting Channel Partners for Assistance or calling a help desk on your behalf; to prevent and detect criminal activity, fraud and misuse of or damage to your Vehicle or the Services or Infrastructure; Titan shares it with Titan's Channel Partners to deliver the Service, protect or secure your Vehicle, or to render Assistance via our Channel Partners and/or to contact you to invite you to form part of our consumer panel or various research groups, or to market our, or our Channel Partners' Services or products.
- How long does Titan keep your information for: The time periods for which Titan keeps your information may vary according to the use or purpose attached to the Unless there is a specific legal requirement requiring Titan to keep your information, however, Titan will not keep it for longer than necessary for the purpose for which the information was collected or for which it is to be processed.
- Disclosing your information to third parties: Titan will not disclose your personal information to any third party, except if permitted to do so by you.
- When and where does Titan use cookies: Titan allocates cookies during the registration process for Services. These cookies will hold information collected during your registration and will allow Titan to recognize you as a customer and provide you with the Services you require.
- How can you refuse or opt out of cookies: Most browsers are set by default to accept cookies automatically, but usually you can alter the settings of your browser to prevent automatic acceptance and to prompt you every time a cookie is sent to you or to allow you to choose not to receive cookies at all.
- How can you manage your privacy preferences: If you would like Titan to stop processing your information for marketing purposes, please write to us at the address set out below.
- Channel Partners
 - Titan shall forward your personal or other data to the Channel Partner for the purpose of processing a request for Assistance (as defined in the User Agreement) or to deal with an Incident, and the Channel Partner has agreed to the terms set out herein, meaning that the Channel Partner will only use and process the Customer's data for the purpose of rendering Assistance as defined in the User Agreement, and the

Channel Partner further warrants that it will process all personal information in compliance any Data Protection Legislation applicable to it.

- You recognize that the purpose of data processing is determined exclusively by Titan. This includes the following:
 - You will ensure that the email addresses and telephone numbers used to access the Platform and where you will receive all communications and alerts will be adequately protected with passwords and that unauthorized persons are prevented from gaining access to them.
 - You will provide adequate Smart Device protection and protection against cyber-attacks to safeguard the Platform, Customer's data, Smart Devices and our Equipment,
 - It is entirely your responsibility to safeguard and maintain the confidentiality of your login credentials, which include your email address and password. You agree not to share your login credentials with any person, and, if you are a legal entity who is not a natural person, to only share your login credentials with a person who is authorized to use your Account. You hereby authorize Titan to assume that any person using the Platform with your login credentials, either is you or is authorized to act for you. You agree to notify Titan immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to the password for any Account. You further agree not to use the Account or log in with the login credentials of another user/Customer of the Platform if (a) you are not authorized to use both or (b) the use would violate these Terms and/or the User Agreement.
- You shall promptly notify Titan of any data deletion demand, subject to Titan's verification of your identity.
- You agree that, upon Titan's demand, you will promptly fill in, forward, delete or rectify data or cease data processing of an individual customer or customer in general.
- Notification of data breaches: In the event of a personal data breach, you agree to promptly notify Titan in writing.
- Subject to applicable law you agree that Titan may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to Titan, its employees, directors and agents.
- You hereby indemnify and hold Titan harmless against all losses, liabilities, damage, damages and claims, and all related costs and expenses (including legal fees on the scale as between attorney and client, tracing and collection charges, costs of investigation and interest) incurred by Titan arising out of or in connection with any claim, demand, charge, action, cause of action, or other proceeding as a result of a breach of Data Protection Legislation by the Customer.

13. Access to Information Manual

- Titan's Access to Information Manual can be obtained at:
 - Email: POPIACompliance@inforegulator.org.za
 - Postal: The Information Regulator, P.O Box 31533 Braamfontein, Johannesburg, 2017.
 - Telephone: 010 023 5200
 - Contact Person: Ms. Pfano Nenweli, Email: PNenweli@justice.gov.za Deputy Information Officer: Varsha Sewlal, Email: VarSewlal@justice.gov.za

14. Confidentiality

- By subscribing, you agree that you shall hold in the strictest confidence and not disclose to any third-party information acquired in connection with any aspect of the Equipment, products and/or services offered by You shall notify Titan should you discover any loss or unauthorized disclosure of the information.
- Any information or material sent to Titan will be deemed not to be confidential unless otherwise agreed in writing by you and Titan.
- The parties agree to treat as strictly confidential all Confidential Information. The parties agree not to use any Confidential Information for any purpose other than carrying out their respective obligations in accordance with and upon these Terms and as set out in the User Agreement.
- You as the Receiving Party shall not:
 - disclose the Confidential Information to any person whomsoever other than the Receiving Party's staff on a need-to-know basis. Before revealing any Confidential Information to any such staff member, the Receiving Party will procure that the staff member signs a similar agreement protecting the Confidential Information and that they are aware of the confidential nature of the Confidential Information being made available to them. The Receiving Party will ensure and procure that their staff observe and comply with these confidentiality obligations, whether or not they are still employed or contracted by the Receiving Party; and
 - directly or indirectly use the Confidential Information for the Receiving Party's benefit or the benefit of any other person other than for the purposes contemplated in herein, unless any part of such Confidential Information is or becomes public knowledge and in the public domain by reason of lawfully becoming public property and other than through an act or omission on the part of the Receiving Party, any of their staff, or any third party who is under the obligation of confidentiality in respect of that Confidential Information. For these purposes:
 - disclosures made to the Receiving Party which are specific, shall not be deemed to be within the foregoing exceptions merely because they are encompassed by general disclosures which are generally available to the public or are in the Receiving Party's possession;

- any combination of features shall not be deemed to be within such exception merely because any of its individual features are generally available to the public or are in the Receiving Party's possession.
- The Receiving Party agrees to use the same standard of care (which shall not amount to less than a reasonable standard of care) in protecting the Confidential Information, as it uses to protect its own confidential information.
- The Receiving Party agrees to return to the Disclosing Party upon request or upon termination of this Agreement, unless the Disclosing Party otherwise agrees in writing, all copies and partial copies of all Confidential Information (whether in paper or electronic format) which the Receiving Party may have obtained from the Disclosing Party as well as all notes (whether in paper or electronic format) which the Receiving Party may have prepared or may obtain as a result of the Confidential Information being made available to the Receiving Party as contemplated herein.
- Nothing in this Section shall be construed as limiting any party's right to use the Confidential Information which is proprietary to it.
- In the event a Receiving Party is required to disclose the Confidential Information pursuant to law, judicial or arbitration process, or by governmental authorities, the Receiving Party shall advise the Disclosing Party thereof prior to disclosure, if possible, and shall further, to the extent that it is lawfully able to take such steps to limit the extent of the disclosure; afford the Disclosing Party a reasonable opportunity to intervene in the proceedings; and comply with the Disclosing Party's requests as to the manner and terms of any such
- The obligations contained in this Section to protect Confidential Information shall continue and endure in perpetuity until such time as the Confidential Information falls within the public domain other than by way of a breach of these Terms.
- Nothing contained in this Section shall be construed as:
 - limiting the general obligation of you to protect Confidential Information of Titan which comes into its possession, whether by way of disclosure by Titan or otherwise;
 - limiting the obligation of you to protect Confidential Information contained on any Equipment, computer components.

15. Dispute Resolution- Mediation/Arbitration

- The parties agree to settle any dispute, disagreement, claim, or any other cause of action of any kind or nature, including without limit those sounding in contract, tort, under any statute of any country, state, local or other jurisdiction, related to, under, or otherwise in connection with this Agreement, in accordance with this [Section 15](#). The parties hereto desire to avoid litigation. Accordingly, the aggrieved party will give notice of the dispute (the "Dispute Notice") to the other party and both parties will attempt to settle the dispute during the thirty (30) day period following such notice (the "Direct Negotiation Period"). If

such dispute remains unsettled, or if the parties do not meet within the Direct Negotiation Period, the parties agree to then submit such dispute to mediation. If the parties cannot agree on a mediator, each will select a mediator and the two chosen mediators will select a third mediator who shall alone hear the dispute. Such mediation will, if possible, be conducted during the sixty (60) day period following the expiration of the Direct Negotiation Period. If such mediation fails to resolve the dispute, or if a party fails to name a mediator within thirty (30) calendar days after the expiration of the Direct Negotiation Period, the parties agree such dispute will be submitted to final and binding arbitration in accordance with the rules of the American Arbitration Association. Unless otherwise directed by the arbitrator, such arbitration must be concluded within ninety (90) days of the expiration of the sixty (60) day period previously specified for mediation. If the parties cannot agree on a single arbitrator, each will select an arbitrator, and the two chosen arbitrators will select a third arbitrator who shall alone decide the dispute; provided that if the parties cannot agree on a single arbitrator and either party fails to select an arbitrator within thirty (30) days after a party requests arbitration, the arbitrator shall be named by the American Arbitration Association upon the request of either party. Any mediation or arbitration conducted hereunder will be conducted in Knoxville, Tennessee. The parties hereto shall equally share the costs of mediation (including the mediator's fees and expenses and costs directly related to the conduct of the mediation, but excluding each party's direct costs for transportation, attorneys, etc., for which each will be responsible). If any party fails to participate in mediation or arbitration after receipt of notice thereof, then each party hereto agrees that the other party shall have the right to proceed immediately to arbitration and that such other party shall be entitled to select the arbitrator in its sole discretion. Each party further agrees that, in such event, such arbitrator shall have the right to decide the dispute as if the non-participating party were participating in the arbitration and that such decision shall be final and binding upon each party hereto.

- Attorney Fees and Other Arbitration Expenses. If any party hereto resorts to arbitration to remedy a breach of this Agreement, the prevailing party in the arbitration, in addition to any other remedies available under this Agreement or by law, may collect all or a portion of its reasonable attorney fees and other costs and expenses of arbitration at the discretion of the arbitrator, who shall consider both the reasonableness of the attorney fees and other costs and the relative merits of each party's position. It is the intent of all parties hereto to avoid arbitration without preventing a party from seeking redress for a valid To that end, all parties express their intent and agreement that unreasonable attorney fees and costs not be awarded, and that all or a portion of reasonable attorney fees and costs be awarded when in the arbitrator's opinion the party against whom such fees and costs are awarded has maintained position(s) which have significantly less merit compared to the prevailing party's position(s). Further, it is all parties' intent that any party seeking redress through litigation despite the fact that arbitration is required by this Agreement, shall not be entitled to recover any attorney fees or costs for such litigation or in any

subsequent arbitration, regardless of the outcome of such litigation or subsequent arbitration.

16. Breach or cancellation by Titan

- Titan is entitled without notice, in addition to any other remedy available to it at law or under these Terms, to cancel these Terms, limit or deny you use of the Platforms and its Services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to Titan's right to claim damages, should you:
 - breach any of these Terms;
 - in the sole discretion of Titan, use the Platforms or Infrastructure in an unauthorized manner; or
 - infringe any statute, regulation, ordinance or
- Breach of these Terms entitles Titan to take legal action without prior notice to you and you agree to reimburse the costs associated with such legal action to Titan for attorney's fees.
- In addition, you agree to the Cancellation Charges set out in the User

17. Compliance with laws

- You shall comply with all applicable laws, statutes, ordinances and regulations pertaining to your use of and access to this Platforms.
- The parties hereto agree that the laws of the State of Tennessee apply to these Terms.

18. Notices

- Except as explicitly stated otherwise, any notices shall be given by email to accounts@titan-secure.com (in the case of Titan) or to the e-mail address you have provided to Titan (in your case), or such other address that has been specified by
- Notice shall be deemed given 48 (forty eight) hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Titan may give you notice by overnight courier, to the address which you have provided to Titan. In such case, notice shall be deemed given (one) 1 business day after the date of transmission.
- You acknowledge that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

19. General clauses

- Titan makes no representation that the content of the Platforms or the use of its products/Infrastructure is appropriate or available for use outside of the continental United States. Access to the Platforms from territories or countries where the content of the Platforms is illegal is prohibited. You may not use this Platforms in violation of United States export laws and regulations. If you access the Platforms from locations outside of North America, you are responsible for compliance with all local laws.
- Titan does not guarantee continuous, uninterrupted or secure access to the Services, as operation of our Platforms may be interfered with as a result of a number of factors which are outside of Titan's control.
- If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.
- Titan's failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar
- You shall not be entitled to assign your rights or delegate your obligations in terms of these Terms to any third party without the prior written consent of
- No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- Words importing the singular shall include the plural and *vice versa*, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- These Terms set forth the entire understanding and agreement between Titan and you with respect to the subject matter hereof.