User Agreement

TITAN SECURE USER AGREEMENT

This User Agreement (“Agreement”) is between **Titan Secure, Inc.**, a Delaware corporation (“Titan Secure,” “Titan”, “we,” “us,” or “our”) and you (“Customer” or “you”), the individual or entity accepting this Agreement. By signing a hard copy or clicking **“I Agree to Titan Secure, Inc.’s Terms of Service and Privacy Policy”**, and activating your subscription, or using any Titan Secure equipment or services, you accept and agree to be bound by this Agreement.

This Agreement governs the Titan Secure hardware device (“Equipment”) installed on your vehicle and the monitoring, alert, and security services (“Services”) provided by Titan Secure, whether you purchased directly from Titan Secure or through one of our authorized partners/dealers.

1. The Titan Secure Solution

1.1 What We Provide

Titan Secure provides a variety of vehicle tracking, security, and/or anti-theft solution that may include:

- Professional installation of the Titan Secure hardware device on your vehicle, either pre-installed by an authorized partner/dealer or scheduled directly with you after purchase.
- Real-time monitoring of your vehicle with incident alerts delivered through the Titan Secure mobile app (“App”).
- Access to the App to arm and disarm your system, monitor your vehicle, and receive alerts.
- Technical support, diagnostics, and firmware updates.
- Where applicable, The Theft Protection Guarantee described in Section 5.

1.2 How It Works

The Anti-Theft Titan Secure (Titan Elite) system secures your vehicle by immobilizing the engine and preventing unauthorized movement. You can arm and disarm the system using:

- **The Titan Secure App:** available for iOS and Android. The App also allows you to enable an auto-arm feature, which automatically arms the system after a set period following engine shutoff (e.g., 60 seconds).
- **Personal Device Bluetooth:** your phone/device can also be used as a remote to arm and disarm. This feature can be useful when your vehicle is in poor cellular coverage areas.

- **Titan Secure Optional Remote:** a Bluetooth remote control device, available for purchase separately, effective within approximately 5 meters of the vehicle.

When armed, the system actively monitors your vehicle. If a theft, attempted theft, unauthorized movement, or tampering event ("Incident") is detected, Titan Secure sends real-time alerts through the App and/or configurable SMS/email alerts.

1.3 Service Area

Services are available within the continental United States where cellular coverage exists. The Equipment relies on GPS and cellular networks, which may be temporarily interrupted due to network outages, signal obstruction, atmospheric conditions, vehicle battery loss, or carrier restrictions. Titan Secure is not responsible for service interruptions caused by conditions beyond our reasonable control.

2. Your Account and Payment

2.1 Activation

To activate your Titan Secure Elite system, you must:

- Accept this Agreement and activate your subscription.
- Download the Titan Secure App and complete setup using the activation link provided via SMS and email.
- Provide accurate personal, vehicle, and payment information.

2.2 Fees

Your fee structure depends on your purchase arrangement and may include an upfront equipment or activation fee, a recurring monthly service fee, or a combination of both. If your purchase includes a complimentary service period, monthly billing begins at the end of that period. Fees are based on your selected plan and are non-refundable except as required by applicable law. Titan Secure may adjust fees annually and will notify you in advance of any change.

2.3 Payment

You must maintain a valid payment method on your account. You represent that you are authorized to use the payment method provided and are responsible for ensuring sufficient funds are available for each billing cycle.

2.4 Non-Payment

If any amount due is not paid when due:

- We will notify you and provide fifteen (15) calendar days to bring your account current.
- If payment is not received, we may suspend your account, Services, and App access.

- Overdue amounts accrue interest at the lesser of 1.5% per month or the maximum rate allowed by applicable law.
- You are responsible for any reasonable collection of costs, including attorney fees, to the extent permitted by law.

2.5 Chargebacks

We ask that you contact us at support@titansecure.com to resolve billing concerns before initiating a chargeback. Initiating a chargeback without first attempting to resolve the issue with us is considered a material breach and may result in account suspension.

2.6 Complementary & Included Subscriptions

Any complimentary or included service period begins on the **date of Titan Secure product purchase**, as reflected in your sales documentation, and runs continuously for the stated term regardless of when you activate your account, download the App, or accept this Agreement. The complimentary period is not paused, extended, or reset based on the date of account activation. Titan Secure is not responsible for any portion of a complimentary service period lost due to delayed activation. Unused portions are non-transferable and have no cash value.

3. Equipment

3.1 Installation

The Equipment is either pre-installed on your vehicle by an authorized dealer/partner or installed by a Titan Secure authorized technician at a scheduled time and location. All installations must be performed by Titan authorized personnel.

3.2 Ownership

Titan Secure retains ownership of the Equipment until your subscription fees are fully paid or two (2) years from the date of your Titan Secure purchase, whichever occurs first, at which point of ownership transfers to you automatically. You agree not to remove, tamper with, modify, or allow unauthorized persons to service the Equipment.

3.3 Repairs

If the Equipment malfunctions due to a defect or Titan Secure's fault, we will repair or replace it at no cost. If repair is needed due to misuse, tampering, or external damage, standard service fees apply. **If a non-Titan technician identifies a vehicle issue** that they believe is related to the Equipment, you must contact Titan before any work is performed. Titan Secure is not responsible for damage caused by unauthorized work on the Equipment.

3.4 Aftermarket Electronics

If you install aftermarket electronic equipment on your vehicle after the Equipment is installed (e.g., dashcams, audio systems, third-party trackers), contact Titan Secure first. Unauthorized aftermarket installations that interfere with the Equipment may affect system performance and may void the Theft Protection Guarantee.

4. Your Responsibilities

To maintain eligibility for the Titan Elite Theft Protection Guarantee, you agree to:

4.1 Arm Your System

Keep the Titan Secure system armed whenever your vehicle is unoccupied. You can arm the system using the App, by phone Bluetooth, the optional Titan Secure Remote, or by enabling the auto-arm feature in the App. Failing to arm the system will void the Theft Protection Guarantee.

4.2 Maintain the App

Keep the Titan Secure App installed on your smartphone with required permissions enabled (Bluetooth, location services, notifications, and background activity).

4.3 Respond to Alerts

Monitor and respond promptly to any Incident alerts or communications from Titan Secure. Failure to respond promptly to a theft alert will void the Theft Protection Guarantee.

4.4 Maintain Insurance

Maintain valid and active comprehensive insurance on your vehicle covering its full replacement value for the duration of this Agreement. Titan Secure is not an insurer and does not replace your auto insurance.

4.5 Report Incidents

Report any known or suspected theft, tampering, or unauthorized use of your vehicle to both Titan Secure and law enforcement within twenty-four (24) hours of discovery.

4.6 Keep Information Current

Keep your account information accurate, including contact details, vehicle information, and payment methods.

4.7 Prohibited Actions

You agree not to:

- Remove, tamper with, modify, or bypass the Equipment or its wiring.
- Introduce malware or harmful code into the Equipment or App.

- Reverse-engineer, copy, or repurpose any part of the Equipment or App.
- Use the Services for any unlawful purpose.
- Use the App to build a competing product or service.

5. Titan Elite Theft Protection Guarantee

5.1 Overview

Titan Secure provides a Theft Protection Guarantee for customers who specifically purchased the Titan Elite product, maintain an active subscription, and whose vehicle is stolen and not recovered. The Guarantee is not insurance and is secondary to your primary auto insurance coverage. The maximum benefit amount applicable to your vehicle is determined by your purchase arrangement:

- **Purchased through an authorized dealer/partner:** Your maximum benefit amount, coverage term, and any additional benefit details are defined in the documentation provided to you at the time of sale. Those terms govern your specific benefit and are incorporated into this Guarantee by reference.
- **Purchased directly from Titan Secure:** Your maximum benefit amount, coverage term, and any additional benefit details are defined in the documentation provided to you at the time of sale. Those terms govern your specific benefit and are incorporated into this Guarantee by reference.

In all cases, the benefit shall not exceed the fair market value of your vehicle at the time of theft, as determined by your primary vehicle insurance carrier and/or known resources such as Kelley Blue Book or an equivalent valuation source selected by Titan Secure.

5.2 Conditions

The Theft Protection Guarantee applies only if **all** the following are met at the time of the theft:

1. The system was armed — via the App, auto-arm feature, phone Bluetooth, or optional Titan Secure Remote. If the system was not armed, the Guarantee does not apply.
2. Your subscription is active, and your account is in good standing with no overdue amounts.
3. You maintain active comprehensive insurance on the vehicle covering its full replacement value.
4. The App is installed and operational with required permissions enabled (Bluetooth, location, notifications, and background activity).
5. You registered and activated the system using the link provided by Titan Secure via SMS and email.

6. You reported the theft to both law enforcement and Titan Secure within twenty-four (24) hours of discovery.
7. You cooperated fully with Titan Secure, law enforcement, and any recovery partners, including providing documentation, account information, and GPS history upon request.
8. The Equipment was not modified, removed, damaged, disabled, or subjected to unauthorized repair.
9. No conflicting or unauthorized aftermarket electronic equipment was installed on the vehicle after Equipment installation.

5.3 How to Make a Claim

1. Report the theft to law enforcement within twenty-four (24) hours of discovery.
2. Report the theft to Titan Secure within twenty-four (24) hours via the App or by calling +1 877-790-1988.
3. File a claim with your primary insurance carrier.
4. Submit your Theft Protection Guarantee claim to Titan Secure within forty-five (45) days of your insurance settlement date.
5. Provide all requested documentation, including police reports, insurance settlement documents, and proof of loss.

5.4 Limitations

- **Insurance First:** You must seek recovery from your primary insurance before making a claim under this Guarantee.
- **Vehicle Recovery:** If the vehicle is recovered within thirty (30) days of the theft, the total loss benefit does not apply. If you receive a Theft Guarantee payment and the vehicle is subsequently recovered, you agree to return the payment to Titan Secure.
- **Benefit Cap:** The total benefit paid shall not exceed your applicable maximum benefit amount as described in Section 5.1, and in no event shall exceed the fair market value of the vehicle at the time of loss.
- **No Consequential Damages:** Titan Secure is not liable for incidental or consequential damages under this Guarantee, including rental costs, vehicle damage from theft attempt(s), lost wages, or loss of use.

5.5 Exclusions

The Theft Protection Guarantee does not apply if:

- The vehicle has been sold, transferred, or registered to another person.
- The theft was committed by a person with authorized access to the vehicle or its keys, or by a member of your household.

- You failed to take reasonable precautions to prevent theft (e.g., leaving keys in or on the vehicle).
- You committed fraud, made false statements, or misrepresented facts in connection with a claim.
- The vehicle was abandoned, not in compliance with applicable motor vehicle standards, or previously declared a total loss or salvage.
- The vehicle was operated outside the continental United States without prior written consent from Titan Secure.

6. Cancellation and Termination

6.1 Your Right to Cancel

You may cancel your subscription at any time by providing thirty (30) days' written notice. Upon cancellation:

- Any outstanding fees or charges must be paid in full.
- You agree to allow an authorized technician to remove the Equipment from your vehicle, and/or suspend services and connectivity.

6.2 After Cancellation

Once terminated and all amounts paid, the Equipment will no longer be functional, and Titan Secure will no longer provide Services, App access, or the Theft Protection Guarantee.

6.3 Titan Secure's Right to Terminate

Titan Secure may suspend or terminate this Agreement immediately upon notice if:

- You commit a material breach and do not cure it within fifteen (15) days of written notice.
- Your account is in default due to non-payment.
- There is fraud or criminal activity associated with your account, Equipment, or vehicle.

If Titan Secure terminates due to no fault of yours, we will refund any prepaid fees for the period after termination.

6.4 Automatic Renewal

Your subscription renews automatically on a month-to-month basis unless cancelled per Section 6.1.

7. Communications and SMS Consent

7.1 Consent

By accepting this Agreement, you consent to receive communications from Titan Secure via phone, SMS (text message), and email for:

- User guides and product updates
- Order updates and installation scheduling
- Service notifications and Incident alerts
- Account and billing communications

7.2 SMS Terms

- Standard message and data rates may apply depending on your carrier plan.
- You may opt out of non-essential SMS at any time by replying **STOP** to any Titan Secure text message.
- For help, reply **HELP** or contact support@titansecure.com.
- Opting out of SMS does not affect critical Incident alerts or required account notifications, which may still be delivered via the App, email, or phone.

8. Privacy and Data

8.1

You consent to Titan Secure collecting data from the Equipment and your use of the App, including vehicle location, movement patterns, and system status. This data is used to provide the Services and improve our products.

8.2

Your personal information is handled in accordance with Titan Secure's Privacy Policy, available at www.titansecure.com.

8.3

Titan Secure may disclose information if required by court order, subpoena, or law enforcement request. Titan Secure may use anonymized, non-personally identifiable data for business purposes.

9. Dealer Partners

If you purchased through an authorized dealer partner:

- The dealer acts as an independent business and is not an agent or employee of Titan Secure.
- No dealer has authority to bind Titan Secure or modify this Agreement.
- If the relationship between Titan Secure and your dealer ends, Titan Secure may provide Services directly to you.
- Titan Secure is a non-cancellable accessory from the point of sale, included in your total purchase price and subject to applicable sales tax.

10. Liability and Disclaimers

10.1 Not an Insurer

Titan Secure is not an insurer. You must obtain and maintain your own auto insurance. In the event of any loss, you agree to look to your insurer as the primary source of recovery.

10.2 No Recovery Services

Except for the Theft Protection Guarantee in Section 5, Titan Secure does not guarantee loss, damage, or theft. Titan does not provide vehicle recovery services or armed responses.

10.3 Disclaimer

Except as expressly stated in this Agreement, Titan Secure disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Services are provided on an “as-is” basis with respect to GPS accuracy, cellular connectivity, and App availability.

10.4 Limitation

To the maximum extent permitted by law, Titan Secure’s total liability for any claim arising under this Agreement shall not exceed the total fees paid by you in the twelve (12) months preceding the claim. Titan Secure shall not be liable for indirect, incidental, special, consequential, or punitive damages.

10.5 State Variations

Some states may not allow certain limitations or exclusions. Where prohibited by law, the limitations in this section apply only to the extent permitted.

11. Indemnification

You agree to indemnify and hold Titan Secure, its officers, directors, employees, and agents harmless from any claims, losses, or expenses (including reasonable attorney’s fees) arising from your breach of this Agreement, your negligence or misconduct, or unauthorized use of the Equipment or Services.

12. Intellectual Property

All intellectual property rights in the Equipment, App, and Services remain the exclusive property of Titan Secure. You receive a limited, non-exclusive, non-transferable license to use the App solely for receiving the Services. This license terminates upon termination of this Agreement.

13. General Provisions

13.1 Entire Agreement

This Agreement, together with Titan Secure's Privacy Policy, constitutes the entire agreement between you and Titan Secure and supersedes all prior agreements or representations.

13.2 Amendments

Titan Secure may update this Agreement from time to time. We will notify you of material changes via email or through the App. Continued use of the Services after the effective date of any update constitutes acceptance of the revised terms.

13.3 Assignment

You may not transfer or assign this Agreement without Titan Secure's prior written consent. Titan Secure may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets.

13.4 Severability

If any provision is found unenforceable, the remaining provisions continue in full force and effect.

13.5 Force Majeure

Neither party is liable for delays or failures caused by events beyond reasonable control. If a force majeure event continues for more than sixty (60) days, either party may terminate upon fourteen (14) days' written notice.

13.6 Notices

All notices shall be in writing and delivered to the addresses on file. Notices to Titan Secure: Titan Secure, Inc., 2261 Market Street, San Francisco, CA 94114.

13.7 Governing Law

This Agreement is governed by the laws of the State of Delaware. Any dispute shall first be resolved through good-faith negotiation. If unresolved, the dispute shall be submitted to binding arbitration under the rules of the American Arbitration Association (AAA). Each party bears its own costs unless otherwise awarded by the arbitrator.

13.8 Time to File

Any legal action arising from this Agreement must be filed within one (1) year of the event giving rise to the claim.

14. Acceptance

By signing, clicking **“I Agree”** or by activating or using the Titan Secure Equipment or Services, you confirm that you have read, understood, and agreed to be bound by this Agreement.