

Titan Family Security: Terms and Conditions

Everything about the information we log and how we use it and how you can use our services.

This Terms and Conditions Agreement (the “Agreement”) sets forth the legally dictating terms and conditions for your use of the Titan Family Security website, software, applications, or any other products and services (collectively, the “Services”). The terms, “we” “our” or “us” are utilized in this Agreement refer to Titan Family Security. By using the Services, you (the “visitor” and “User”) comply with and accept the terms of this Agreement, if you do not agree to or accept the terms of this Agreement, you should immediately stop using our Services.

Titan Projects owns and operates the Titan Family Security website and related mobile applications (collectively, our “website”), on which we offer a variety of Services that enable parents or guardians (“Care-taker,” “you,” “your,” “guardian” “parents,” or any authorised person etc.) to get details of the location or movements and activities of child or children (collectively Users shall include “parent,” guardian,” “child,” “children”). The Service is further described here as well as on other pages of the website. Your use of the Service is subject to the terms and conditions set forth in this Agreement – Terms of Service (this “Agreement” or these “Terms”). These Terms govern your use of the Service whether or not you’re a registered user.

IF YOU DO NOT AGREE WITH OUR TERMS, PLEASE DO NOT USE THE SERVICE. WE ALSO RESERVE THE RIGHT TO MAKE CHANGES TO THESE TERMS AND CONDITIONS AT ANY TIME ACCORDING TO THE NEED, WHEREOF WE WILL PROVIDE NOTICE ON THE APP OR WEBSITE OR ON ANY OTHER MEDIUM. IF YOU CONTINUED TO USE OUR SERVICES THEREAFTER WILL BE CONSIDERED AS YOUR ACCEPTANCE OF THE RENEWED TERMS.

GENERAL PROVISIONS

These Terms shall be denoted according to the laws of the US without reference to conflict of law principles. With respect to some specific transactions between or among certain users, the laws of other jurisdictions may apply. All these Terms contain the overall understanding between you and us regarding the subject matter here of, and supersedes all prior and contemporaneous agreements and understandings.

No failure or delay by a party in exercising any right, power or authority under these Terms shall work as a waiver thereof. This Agreement may be entrusted by us to any third party, but you may not assign this Agreement or any of your rights or obligations hereunder without our permission/ express, written consent. If any provision hereof is found to be invalid or unenforceable, then all those provisions will be recast to the extent required making it valid and enforceable and the other provisions hereof shall be unaffected thereby.

LICENSE

We thus grant you a personal, non-exclusive, revocable license to download and install our Service on your device, subject to the Terms of this Agreement. You may not:

- (i) transfer or sublicense any of the Service to anyone else;
- (ii) modify, copy, clone or distribute our Service;
- (iii) in any case, reverse engineer, extract, decompile, or create derivative works of the Service;
- (iv) use more than one account per individual;
- (v) use the Service in any unlawful manner or in a manner inconsistent with these Terms.

For additional information in respect to the proper use of our Service, see the section below entitled "General User Conduct."

Titan Family Security App and DASHBOARD

Our complete platform is a combination of two sub platform App and Dashboard.

Titan Family Security - DASHBOARD

Titan Family Security - Dashboard is a cloud based UI place where they can monitor their Family Members or friends. It is a dashboard that lets a person to view and manage other member's device usage. Titan Family Security - Dashboard can also be accessed via the web from any device.

DATA LOGGING

Titan Family Security - Dashboard does not keep any data or log data from devices from which it is being accessed except for the user's personal information including the name and email address, which the user has allowed to being logged. Titan Family Security - Dashboard does not collect data like call log, contacts, browser history, apps details and location details of the User accessing Dashboard. If you notice any unwittingly collection of information like call log, contact details, browser history, apps and location details from Titan Family Security - Dashboard users, please notify ASAP on support@security.titanprojects.co.

WARRANTIES

To use Titan Family Security - Dashboard; You warrant that you have minimum 18 years of age and you are not monitoring any other person for whom you are not the legal guardian or caretaker or parents; You will not use provided Service in violation of any State or local or Federal law, rule, ordinance or governmental regulation; You will only use the website and Services to monitor the mobile device and location of Family Members for whom you are authorised or allowed to; You and your activities will comply with all guidelines or instructions and documentation provided by Titan Family Security to you.

Titan Family Security (ON SMARTPHONE DEVICE)

Titan Family Security app resides on the Family Member's mobile device and pulls sensitive information such as call history, contacts, browser history, app and location details and makes it accessible to the Titan Family Security - Dashboard.

Titan Family Security also lets the Family Member to manage user profile and send SOS and alerts (IF ANY) to the dashboard user. Titan Family Security needs to be installed on member's device in order to collect information.

USER IDENTITY

You may not be allowed to create or use an account on the Service for anyone other than yourself and your family members. You are not allowed to let others use your account and you may not share your login information with others. You must keep your contact and personal profile information accurate and updated. We shall disclose your identity to third parties only in accordance with our Privacy Policy. You are not allowed to use another User's account without their permission.

You are solely responsible for the activity that occurs through your account, and you must keep your password secure. We request you to use "strong" passwords (use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify us ASAP of any unauthorized use or breach of security of your account. We will not be responsible for any losses and damages caused by any unauthorized use of your account.

You are solely responsible for your User profile and your use of services by adjusting the Settings in the website. With the provided email address you consent to our using the email to send you related notifications or notices, it also include any notices required by law, in lieu of communication by postal mail. If you are not interested to receive promotional email messages, you may opt out by unsubscribing from such email communications from us.

LEGAL and GENERAL USER CONDUCT

As mentioned, we do not share your or your members personal information with any third party.

You hereby warrant that:

- All information provided by you to us is true and exact.
- You will only use the website and Service as an effort to protect and enhance the welfare of family and person who authorized you.
- You allowed us to the Service collecting the call history, contacts, browser history, installed apps and location details of registered user for your exclusive password restricted access through the website or Service;
- You warrant that you have informed any User over 14 years old of such devices that it includes tracking, control and monitoring software and you have their consent to such activity;
- You will not use the website or Service to monitor the activities of any other person for whom you are not the legal guardian or who doesn't authorised you;

- You will not use the website or Service in violation of any law, rule, ordinance or governmental regulation;
- You will properly follow all instructions and documentation provided by Titan Family Security to you;
- You will not allow any other person to access the information that the website and Service collect.
- You will only install the application in devices for which you are the authorized owner.

We may refuse Service to you for any lawful reason or for no reason if found any unethical, unlawful activity in or through your account. You agree to use our Service responsibly, with good judgment, and in a manner conforming at minimum to prevailing standards for Internet and business etiquette.

PRIVACY

We respect your privacy while your use of our Service. Use of the Service is governed by our [Privacy Policy](#).

COOKIES AND OTHER TRACKING TECHNOLOGIES

We employ cookies in certain areas of the website to allow us to provide information to make your online experience more convenient. For details, please read our [Cookies Policy](#).

MINORS

All Our Services are provided for persons having the legal capacity to be bound by these guidelines and Terms, or acting with the express or implied consent of their parent or legal guardian. By using our App, Website and Services, you represent and warrant that

- (i) You are having age of minimum 18 years; and,
- (ii) You have the right, capacity, and authority to accept these Terms and abide by all of the terms and conditions set forth herein. Children younger than 18 years of age may not register as a dashboard profile and you agree and warrant that you will not use Titan Family Security to monitor your children of 18 years and above without their permission.

REGISTRATION

In order to use the Service, you must create an account through dashboard or via the app. To register for our services, You must provide all the required and accurate information. In case of Children, You may only provide personal data of children in your legal custody. By registering an account you consent to our use and storage of your personal information and automatically collected information, as governed by our [Privacy Policy](#).

As per the Child Online Protection Act, by registering an account for a child under the age of 13, you agree, consent, and authorize our collection, use, and disclosure of the child's personal information in accordance with these Terms and the [Privacy Policy](#). By registering an account with Titan Family Security - Dashboard, you agree that you will not use our Service to collect information and track location data of your child over 18 years without their permission.

Titan Family Security PREMIUM

We offer first 15 days trial version and user have to choose a paid Titan Family Security Premium account after that. If user failed to pay the fee in a timely manner, we reserve the right to revoke access to your Titan Family Security account and use of the Services. WE ARE NOT RESPONSIBLE FOR ANY FAILURE OF PAYMENT TO CANCEL YOUR SUBSCRIPTION PRIOR TO THE END OF THE FREE TRIAL PERIOD. Check your Subscription, payment details and If you have questions or problems, you can contact us at billing@security.titanprojects.co.

REFUND POLICY

You are free to cancel your Titan Family Security Premium account at any time; however, there are no refunds for the due time on a subscription, any license/ subscription fees for any Service, content or data associated with your account, or for anything else (related to our services). Upon cancelling your Titan Family Security Premium account, your subscription will be valid until your paid period is completed.

USER CONTENT

By providing any content, data, information to our website, app, dashboard, you represent and warrant to us that such data is true and accurate in all respects, that you have the right to provide all the content, and that our use of your content as stated on the website will not violate or infringe the rights of any third party. You will indemnify us for any damage or breach of this warranty happened by your actions and activities. Unless otherwise described in any other document related to specific content, you will continue to own all the content you provided on our website. By using our Services you acknowledge that any questions, ideas, comments, suggestions, or feedback you provide us are not confidential and shall become our sole property. We do not claim ownership of any data, information, or materials you provided to the website even in modified form also. At our sole sense/ believe, such content/ materials/ data may be included in the Service in whole or in part or in a modified form. Agreement. We are authorised (but not the obligation) in our sole discretion to delete or remove any Content provided by user and shared via the Service. You shall be solely responsible for your provided Content and the consequences of publishing it, by using our services you acknowledge and agree that we are acting as a passive conduit for the online distribution and publication of your information/ data/ content. You also agree that we will not be liable/ responsible for any damages you face to incur as a result of the Content you provided.

USER DISPUTES

Solely you are responsible for your interactions with other users or members you have added and monitoring through our website and services. We reserve the right, but we don't have access, to monitor interactions between users and members. You agree that, in the case of any dispute or claim arises out of or relating to our **Privacy Policy** that you and Titan Family Security will attempt in good faith to negotiate a resolution (written) of the issue/ matter directly between the users and parties.

We will try to keep all data secure, however, there is no server, computer or communications network or system, or data transmission over the Internet is guaranteed to be 100% secure. Thus we cannot warrant the security of any data you transmit to us or through the use of any of the Titan Family Security Service. You also agree that you will provide such data and engage in such transmissions at your own risk. Once we receive a data transferred or data transmission from users, we will try to maintain its security on our systems.

PASSWORD

The User how created the account and set a password will be solely responsible for maintaining the confidentiality of the password, also he/she will be responsible for all activities that occur under your password. You must inform us ASAP of any unauthorized use/ activity of your password or any other breach of security (you noticed). We will not be responsible for any damage/ loss happened from your failure to protect the security of your password. We make no warranties as to the accuracy of the identity of any user. You agree that we are authorized to act on instructions received through use of your password, and that we may, but are not obligated to, deny access or block any transaction made through the use of your credentials without prior notice if we believe your password is being used by someone other than you, or for any other reason.

TERMINATION

By using our services and website, you agree that we have authority to stop your access to our Service due to any reason or no reason, including without limitation your breach of these Terms. You also acknowledge that any termination of your access to our website and service may be effected without prior notice, and you also agree that we are allowed to immediately deactivate or delete any of user accounts and all related information and files in such accounts, and bar any further access to such files or our Service. You accept that we will not be liable to you or any third party for any damages of any kind resulting from any termination. In a case If you want to cancel your account. you may cancel your account on your account page, or by contacting us at billing@security.titanprojects.co. The termination process will take same time so please wait/ allow 30 days for complete termination to take effect. Your account with us, and this Agreement shall automatically renew on a periodic basis unless earlier terminated in accordance herewith. If you choose to terminate your account, you will not be liable to get a refund for the most recently charged fees.

DISCONTINUATION OF SERVICE

We reserve the right at any time to modify, update, upgrade or discontinue any portion of our Service, temporarily or permanently, with or without prior notice. You accept that we will not be responsible to you or to any third party for any termination, modification or discontinuance of our Service. We have the right to:

- Delete, Remove or refuse to post any User data for any or no reason in our sole discretion;
- Take any action with respect to any User Data that we found necessary or appropriate in our sole discretion,

- Disclose your identity and other data about you to any third party who claims that material posted by you violates their rights.
- Take legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the website/ services; and,
- Terminate or suspend your access to whole or part of the website for [any or no reason, including without limitation,] any violation of these Terms of Use.
- We have the right to fully cooperate with any law enforcement authorities or court order directing us to disclose your identity and other information.

YOU TAKE OFF AND HOLD HARMLESS THE COMPANY, SERVICE PROVIDERS AND ITS AFFILIATES, LICENSEES AND FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS.

CUSTOMER SERVICE

We may provide help, assistance and guidance through our representatives. While communicating with our representatives, you may not be abusive, threatening, obscene, harassing, or racially offensive, or otherwise behave inappropriately. If we feel that your behavior with our representatives is threatening or offensive, we reserve the right to immediately terminate your access to our Service.

BLOCKING OF IP ADDRESSES

We reserve the right at any time at our sole discretion to block users on certain IP addresses from accessing our services and website, In order to protect the integrity of the Service.

ADVERTISEMENTS

By creating an account or registering for and using the Service provided on your website, you accept that We reserves the right to send you advertisements and offers for other Titan Family Security products and services via email, in-app messaging, and text message. If you are not interested and opt-out from the services and all further contact initiated contact us at any time at support@security.titanprojects.co.

LINKS TO OTHER WEBSITES

The website can contain links to third party websites, platform and resources. External websites, platforms and resources are not under our control and we shall not be responsible for the contents or functions thereof. We provide such links as a convenience, and the inclusion of any link does not imply endorsement by us or any association with its operators.

PROPRIETARY RIGHTS

You accept that all data or content and materials available on our website/ services are protected by our and the applicable third parties' rights of publicity, trademarks, copyrights, service marks, trade secrets, patents and other proprietary rights and laws. The Company's name, logo and all related names, product and service names, logos, designs and slogans

are trademarks of the Company or its affiliates or licensors. You are not allowed to use such marks without the prior written permission of the Company. All other names, product and service names, logos, designs and slogans on this website are the trademarks of their respective owners.

REPRESENTATIONS

You hereby represent and warrant to us that: (a) you have the power and authority to enter into and perform under these Terms; and (b) your use of our Service will not violate any of these Terms. In case of monitoring any child members through our services you further represent and warrant that: you are the legal guardian/ caretaker or parents of the child that is the subject of your account.

WARRANTIES

YOU ACKNOWLEDGE AND AGREE THAT:

A. IF YOU USE OUR WEBSITE, APPS, OR SERVICES, YOU DO SO AT YOUR OWN AND RISK. WE DELIVER OUR SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, THE SERVICE IS NOT A SUBSTITUTE FOR OVERSIGHT AND SUPERVISION BY THE MINOR’S PARENTS OR LEGAL GUARDIANS AND SHOULD NOT BE CONSTRUED AS A PREVENTATIVE MEASURE IN ANY MANNER.

B. WE DO NOT WARRANT THAT, AND EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES THAT: (A) OUR SERVICE WILL MEET YOUR NEED OR REQUIREMENTS; (B) OUR APP WEBSITE OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) ANY INFORMATION OR CONTENT THAT YOU MAY OBTAIN ON OUR WEBSITE OR SERVICE WILL BE ACCURATE OR RELIABLE; (D) THE AUTHENTICITY AND QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICE WILL MEET YOUR EXPECTATIONS AND REQUIREMENTS; OR (E) ANY ERRORS IN ANY SERVICE OR DATA OR SOFTWARE WILL BE CORRECTED.

C. WE ARE NOT RESPONSIBLE FOR ANY ISSUE, MATTER OR PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR EQUIPMENTS OR SOFTWARE, FAILURE OF COMMUNICATION, OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF, INCLUDING INJURY, LOSS OR DAMAGE TO USERS OR TO ANY OTHER PERSON’S PROPERTY RELATED TO OR RESULTING FROM PARTICIPATING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEB OR IN CONNECTION WITH THE SERVICE. UNDER NO CIRCUMSTANCES WILL WE OR ANY OF OUR AFFILIATES, ADVERTISERS, PROMOTERS, OR DISTRIBUTION PARTNERS BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE’S USE OF THE website OR THE SERVICE.

D. NO MATERIAL, DATA, CONTENT OR INFORMATION, OR ADVICE OBTAINED BY YOU IN ANY MEDIUM FROM US OR THROUGH OR FROM OUR SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY

A. YOU ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING DIRECT, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM, RELATING TO, OR CONNECTED WITH: (A) THE USE OUR SERVICE, (B) THE COST OF REPLACEMENT OF ANY INFORMATION STORED OR MANAGED USING OUR SERVICE, (C) UNAUTHORIZED ACCESS TO YOUR CONTENT, (D) STATEMENTS, CONDUCT, OR OMISSIONS OF ANY PROFESSIONALS, CONSUMERS, SERVICE PROVIDERS OR OTHER THIRD PARTY ON OUR SERVICE, (E) THE ACCURACY OF ANY DATA PRESENTED ON THE WEBSITE INCLUDING THE LOCATION OR ACTIVITIES OF OTHERS; (F) ANY OTHER MATTER ARISING FROM, RELATING TO, OR CONNECTED WITH OUR SERVICE, THE WEBSITE OR THESE TERMS; OR (G) USER DATA/ CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

B. WE WILL NOT BE RESPONSIBLE FOR ANY FAILURE OR DELAY IN PERFORMING UNDER THESE TERMS WHETHER OR NOT SUCH FAILURE OR DELAY IS DUE TO CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING NATURAL CATASTROPHES, GOVERNMENTAL ACTS OR OMISSIONS, LAWS OR REGULATIONS, TERRORISM, LABOR STRIKES OR DIFFICULTIES, COMMUNICATIONS SYSTEMS BREAKDOWNS, HARDWARE OR SOFTWARE FAILURES, TRANSPORTATION STOPPAGES OR SLOWDOWNS, THE INABILITY TO PROCURE SUPPLIES OR MATERIALS, JUDICIAL DELAYS, PERFORMANCE DEFECTS, OR THE CURE THEREOF.

C. YOU UNDERSTAND, ACCEPT, ACKNOWLEDGE, AND AGREE THAT WE HAVE NO CONTROL OVER THE BEHAVIOR OF ANY OTHER USER OF THE WEBSITE, AND WE HEREBY DISCLAIM ALL WARRANTIES AND LIABILITIES RESPECTING THE CONDUCTED BY OTHER USERS.

D. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. SOME JURISDICTIONS DO NOT ALLOW AND ACCEPT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS HEREIN MAY NOT APPLY TO YOU.

E. IN NO EVENT SHALL WE, OUR EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS BE LIABLE FOR ANY LOSS OR DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, PUNITIVE, OR

INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR THIRD PARTIES IN CONNECTION WITH YOUR USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION BODILY INJURY, EMOTIONAL DISTRESS, AND ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS WITH OTHER USERS OF THE SERVICE, OR ANY VENUES, PERSONS, OR ENTITIES, YOU MAY INTERACT WITH ARISING FROM YOUR USE OF THE SERVICE, OR ANY BUSINESS TRANSACTIONS INTO WHICH YOU MAY ENTER OR CONSUMMATE WITH THEM.

LIMITATION ON TIME TO FILE CLAIMS

ANY CLAIM OR CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN **ONE (1) YEAR** AFTER THE CAUSE OF ACTION ACCRUES, IF NOT, THEN, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

CONTACT

If you have any query and questions about our Terms and Conditions, please contact us at support@security.titanprojects.co.

COMPLIANCE

Our website, dashboard and app are compliant with all relevant US and EU security, technical, and legal regulations including GDPR.