

TITAN

Terms and Conditions

Effective/Updated as of May 26, 2022

Introduction

Titan ("TITAN" or the "Company") offers consulting and consultant certification and the site is: www.titanstrategiccommunications.com (collectively the "Site") to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms").

The content available from Titan an on the Site is intended to be used by residents of the United States only.

The Site is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and the services offered by the Site are not available to minors. By using, viewing, transmitting, caching, storing, and/or otherwise utilizing the Site, you have agreed to and are legally bound by the Terms. If you do not agree to the Terms, please cease using the site immediately.

Modification of These Terms

We reserve the right in our sole discretion to change, modify, add, or remove the Terms, conditions, and notices under which the Titan and the Site is offered. It is your responsibility to check periodically for any changes we may make to these Terms. Your continued use of this Site following the effective date of changes to these Terms or other policies means you accept and consent to the changes.

No Unlawful or Prohibited Use

As a condition of your use of Titan material and the Site, you warrant that you will not use it for any purpose that is unlawful or prohibited by these Terms, conditions, and notices.

- You will comply with all applicable laws, including, but not limited to, privacy laws, intellectual property laws, export control laws, regulatory requirements, etc.
- You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through Titan or the Site.
- You will not use any robot, spider, other automatic device, or manual process to monitor or copy Titan content or the Site or the contents or information contained therein without our prior express written consent.
- You agree that you will not use any device, software, or routine to interfere or attempt to interfere with the proper working of Titan content, the Site or any transaction being conducted through the Site.
- You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for any information in which you have an ownership interest) from Titan or the Site without our prior express written consent or that of the appropriate third party.
- You may not print, download, and/or use the underlying HTML, text, audio clips, video clips, and other content that is made available to you on this Site for anything other than your personal information. These restrictions will apply except in cases where the Company otherwise agrees in writing or Titan expresses permission to share or consult. Please see the section on Copyright below.
- Without limiting the generality of the foregoing, you may not:
 - include such content in or with any product or service that you create or distribute;

- reproduce, duplicate, copy, sell, rent, resell, or exploit for any commercial purposes any portion of Titan material, the Site, use of the Site, or access to the Site;
- establish: (i) a hyperlink, including a deep link, to any Titan material, page or location on the Site; or (ii) a frame containing any portion of the Site, on any other Web site or text document with hyperlink capabilities without the express written permission of the Company;
- copy such content onto your or any other Web site or publication; or
- direct any other person to do any of the foregoing.

In the event you gain access to information or material not intended to be accessed by you, you agree that you will immediately notify us and destroy all copies of such information in your possession and not forward such information to any third parties. For this notice we may be contacted at email: bethjannery@titanstrategiccommunication.com.

We also reserve the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Further, we reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request at our sole discretion. We shall not be liable to you for any loss you may incur. You agree to indemnify us for any cost, expenses, damages, or liabilities we incur due to your any legal action involving your party should a case arise.

TITAN Code of Conduct Requirements

As a member of the Titan community, certification or consulting, you are required to be a good Community member and abide by the following:

- Be respectful and courteous to all other Community members and all Titan consultants.
- Do not use abusive, derogatory, threatening, or discriminatory language, either directly or indirectly.
- Do not discriminate against or harass on the basis of any legally protected classification, including, but not limited to race, gender, age, disability, national origin, religion, sexual orientation, or gender identity.
- Do not retaliate for any reason.
- Do not sexually harass or make improper advances.
- Do not hang up abruptly on others when you are on a live call of any kind.
- Do not use your consulting interaction to complain about Titan consultants or other Community members.
- Do not directly contact any Titan consultant for any reason unless approved by Titan Founder Beth Jannery. Customer Support requests or issues should be directed to bethjannery@titanstrategiccommunication.com

Links to Third-Party Integrations

We may provide links to third-party integrations. Third-party integrations are websites or platforms that synchronize with our Site to provide you with additional functionality, tools, or services such as processing payments, sending newsletters, or providing translations.

You acknowledge and agree we are not responsible for the availability of such sites or resources and do not endorse and are not responsible or liable for any content, advertising, goods, services, or other materials on, available through, or provided by such sites or resources.

We are not responsible for the privacy or other practices of such sites and cannot guarantee the security of any of your personal information that you provide or is collected by such sites. We encourage you to review the privacy policies and terms and conditions on those Linked Sites.

Right to Refuse Service

We may prohibit you from participating in or utilizing the Site if, in our sole and absolute discretion, you show a disregard for the Terms or act in an unacceptable manner, with the intent to annoy, abuse, threaten, or harass any other person, or in any other disruptive manner. We also reserve the right to refuse service, terminate your access, remove or edit content, or cancel orders in our sole and absolute discretion.

Limitation of Liability

Except as expressly provided otherwise herein or in an applicable supplemental agreement, in no event shall the Company, any of the Company's affiliates, subsidiaries or data providers, or anyone else involved in creating, producing, delivering, or managing the content of this site (collectively, the "Site Providers"), be liable to you or any third party for any claims whatsoever, including, without limitation, direct, indirect, special, incidental, punitive, or consequential damages (including, without limitation, any lost revenues, lost profits, lost opportunities, loss of prospective economic advantage) arising out of or in connection with the use or performance of this Site, any communications sent to you via this Site or otherwise from the Company (including, without limitation, in the form of electronic mail or via telephone), or information available from this Site including, without limitation, any damages suffered as a result of errors, omissions, inaccuracies, interruptions, defects, delays, computer viruses, loss of use, data or profits, unauthorized access to and alteration of your transmissions and data, and other tangible and intangible losses, arising out of or in any way connected with the use or performance of the site, with the delay or inability to use the site or related services, the provision of or failure to provide services, or from any actions we take or fail to take as a result of email messages or other communications you send us, or for any information, software, products, services and related graphics obtained through the site, or otherwise arising out of the use of the site, whether based on contract, tort, negligence, strict liability or otherwise, even if the Company or any of its Site Providers has been advised of the possibility of damages. Without limiting the foregoing, the Site Providers assume no liability or responsibility for damage or injury to persons or property arising from any use of any product, information, idea, or instruction contained in the content of this site.

Some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages and, as a result, the above limitation may not apply to you. If you are dissatisfied with any portion of the Site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Site.

You also agree that we are not responsible or liable in any way for injury, loss, or damage to your computer or interception or use of credit card information, related to or resulting from use of the Site or any sites, services, or materials linked or related thereto or therefrom and also are not responsible or liable in any way for any injury, loss, claim, or damage relating to or resulting from any part of the Site operating or not operating on computers or networks used by you or communicating with such computers or networks.

Indemnification

You agree to indemnify, defend, and hold harmless the Company; its affiliates, licensees and partners; and their respective officers, directors, employees, agents, members, licensors, representatives, and third-party service providers of the Site ("Indemnified Parties") from and against any and all allegations, demands, claims, liabilities, damages, fines, losses, expenses, penalties, or costs of whatsoever nature, including reasonable attorneys' fees and court costs, and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise ("Claims") arising or resulting in any way from any violation of these Terms or the services provided to you as part of the Site or any related act or failure to act by you and whether or not occasioned or contributed to by the negligence of the Company or any agent or employee of Indemnified Parties (except as and to the extent prohibited by applicable law) including, without limitation, any Claims related to infringement by you of the intellectual property rights of any person, including without limitation, copyright, patent, trade secret, trade mark, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws. Without limiting the foregoing, if you cause a technical disruption of the Site or the systems

transmitting the Site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption.

In the event that any Claim is made or any action or proceeding is brought against the Indemnified Parties, or any of them, arising out of or connected with the Terms, any such Indemnified Party may, by reasonable notice to you, require you, at your expense, to resist such Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior written approval of such Indemnified Party, which approval shall be deemed to have been given hereby in the case of counsel acting for your insurance underwriters engaged in such resistance or defense. You shall cooperate with us in the defense of any Claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you
Online Commerce, Payments, Disclaimers

DISCLAIMER

Titan cannot guarantee your results, earnings, or future earnings achieved as a result of your use of our programs, nor can we provide you with professional and/or legal advice. Your results in your business will be completely dependent on your understanding of the material and your own work and efforts to apply it. By signing up/enrolling in a Consultant Certification Program training, Product, or Service, you acknowledge and agree that Titan is not responsible for your results, earnings, future earnings achieved as a result of our Consultant Certification Program training, Product, or Service and is not responsible for giving you professional and/or legal advice.

Certified Consulting Program

Participation. To participate in the Certified Consulting Program, you agree to maintain a respectful attitude and hold space for your peers and instructor within the group setting. Failure to do so may result in immediate removal during your small group class, from the Applied Consulting and/or Entre tracks, or from the Consultant Certification Program altogether, without prior notice. Examples of the types of behaviors that will not be tolerated include, but are not limited to, the following: use of derogatory or explicit language, harassing, aggressive or argumentative behavior, disrespect toward your peers, your instructors, or any member of TITAN staff.

TRANSFER TO NEXT CLASS SESSION DUE TO MEDICAL NECESSITY

If you are unable to complete your Consultant Certification Program session due to a medical condition, you may be permitted to transfer to the next class session. To do so, you may be asked to provide medical certification that not only confirms the existence of a disability that has prohibited you from completing the requirements in your current class session, but also certifies that you will be able to participate in the course and meet the requirements for the next class session.

CONFIDENTIALITY

The Certified Consultant Program and Certified Consultant Program Alumni communities are social networks in which personal and professional information may be exchanged between participants. You are entirely responsible for deciding how much of your personal information you wish to share in the Communities. By taking part in the Communities, you agree to keep information of other members confidential.

All materials, Consulting, Consulting calls, call replays, class replays, recordings, instructor calls and call recordings, transcripts, workshops and workshop recordings, as well as the personal information of individuals are to be kept confidential. These materials and information may not be duplicated, shared, posted on social media or utilized in any way.

RIGHT TO REFUSE OR TERMINATE ACCESS

We reserve the right in our sole discretion to refuse or terminate your access to our Consultant Certification Program trainings, Products, Services, and/or our program materials, website, e-mail communications, or any other method of communications related to our Consultant Certification Program trainings, Products, or Services at any time without notice.

Should you or we wish to terminate the Consultant Certification Program trainings, Products, or Services at any time, these termination terms will apply to you as well, even after termination by either of us.

In the event of cancellation or termination, all remaining balances owed shall be immediately due, and you are no longer authorized to access the Consultant Certification Program trainings, Products, Services or our website, e-mail, or any or other methods of communications affected by such cancellation or termination. The restrictions imposed on you with respect to Consultant Certification Program training materials and the Consultant Certification Program trainings, Products, or Services, including, but not limited to all of the disclaimers, limitations of liabilities, and rights set forth in these Terms of Use , shall survive such termination of your access and apply in full force.

PAYMENT

In the event that payment is not received by the date due, you will have a seven (7) day grace period in which to make the payment; otherwise, your access and entitlement to the Consultant Certification Program training materials, Products, or Services will be discontinued. If you fail to make payment in a timely manner in accordance with these Terms and Conditions or voluntarily decide to withdraw from our Consultant Certification Program training, Products, or Services at any time or for any reason whatsoever, you still will remain fully responsible for the full cost of the Consultant Certification Program trainings, Products, and/or Services.

You agree to be financially responsible for all purchases you make. You agree to purchase and use our Consultant Certification Program training, Products, or Services for legitimate purposes only in compliance with these Terms of Use. You also agree not to make any purchases for speculative, false, or fraudulent purposes. You release us and our affiliates from any damages that you incur and agree not to assert any claims against us or them, arising from your purchase or use of our Consultant Certification Program training, Products, or Services.

When purchasing our 20k Consultant Certification Program training, the monies for said certification apply to the Consultant Certification Program are not refundable.

You agree to only purchase these Consultant Certification Program training, Products, or Services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal or financial information to us or a merchant, you represent that you have obtained his/her consent to provide such third party's personal information.

REFUND POLICY

You understand and acknowledge that, because of the extensive time, effort, preparation, and care that goes into creating and/or providing our Consultant Certification Program training, Products, and Services, we are unable to honor any requests for a refund of any portion of your payment for any part of our Consultant Certification Program trainings, Products, and Services. We are open to session date changes, but no refunds are offered.

DISCLAIMER

The purchase of programs from Titan does not guarantee results. Our programs also are not a replacement for health/medical care. If you require health, medical, psychiatric, and/or psychological care, you are advised to retain the services of a licensed medical professional. The sole purpose of the Company and its products is to provide educational materials and Consulting on the subject of Consulting.

CONFIDENTIALITY

All materials, Consulting, Consulting calls, call replays, class replays, Private Podcast recordings, instructor calls and call recordings, transcripts, workshops and workshop recordings, as well as the personal information of individual Scholars are to be kept confidential. These may not be duplicated, shared, posted on social media or utilized in any way.

Virtual Private Consulting sessions provided by the Company as well as One to One Consulting sessions are also maintained as confidentially as possible.

DISCLAIMERS

PLEASE NOTE CONSULTING and CERTIFICATION DOES NOT GUARANTEE RESULTS. IT IS ALSO NOT A REPLACEMENT FOR HEALTH/MEDICAL CARE. IF YOU REQUIRE HEALTH, MEDICAL, PSYCHIATRIC, AND/OR PSYCHOLOGICAL CARE, YOU ARE

ADVISED TO RETAIN THE SERVICES OF A LICENSED MEDICAL PROFESSIONAL. FURTHER, IF YOU NEED ASSISTANCE UNPACKING ISSUES OF RACE, PRIVILEGE, AND/OR BIAS, AND EXPLORING HOW THESE THINGS HAVE SHAPED YOUR IDENTITY AND IMPACTED YOUR LIFE AND WORK, YOU SHOULD SEEK THE ASSISTANCE OF A QUALIFIED DIVERSITY CONSULTANT WHO IS SPECIFICALLY TRAINED TO ADDRESS THESE MATTERS. THE SOLE PURPOSE OF THE COMPANY, CONSULTING AND CERTIFICATION IS TO PROVIDE EDUCATIONAL MATERIALS AND THOUGHT LEADERSHIP AND CONSULTING.

Under no circumstances will the Company or any of its representatives be held liable for any special or consequential damages that result from the use of, the improper use of, or the inability to use the information or strategies communicated to you through Titan. By participating in the Community, you hereby waive and release the Company to the full extent permitted by law from any and all claims relating to the use of and/or reliance on the information and content provided to you. In no event shall the Company be held liable for any injury, loss, or damage resulting from the use of, or reliance upon, the program materials.

RIGHT TO REFUSE OR TERMINATE ACCESS

We reserve the right in our sole discretion to refuse or terminate your access to Titan program materials, website, email communications, or any other method of communications related to Titan at any time without notice.

Should you or we wish to terminate Titan services these termination terms will apply to you as well, even after termination by either of us.

In the event of cancellation or termination, all remaining balances owed shall be immediately due.

DISPUTE RESOLUTION

It is hoped that should you and the Company ever have any differences, we will be able to work them out amicably through a phone conversation or email correspondence. However, should a dispute ever arise between us, we agree now that we will submit to binding arbitration before a single arbitrator, selected jointly in the state of Virginia, in accordance with the American Arbitration Association Rules. Any judgment on an arbitrator's award, if made, is binding and may be entered into any court having the appropriate jurisdiction. Prior to seeking arbitration, you must submit your complaint to Titan via email. You understand and agree now that the only remedy that can be awarded to you through arbitration is a full refund of any Payment(s) made by you, up to the date of the award. You agree that no award of consequential or of any other damages may be granted to you and you agree not to seek the same.

By signing up for/inquiring about/enrolling in/purchasing any of Titan services, you are agreeing to a modification of the statute of limitations such that any arbitration must be commenced within one (1) year of the date of the act, omission, or other conduct complained of as submitted by you in email or shall otherwise be forfeited forever. You also agree that should arbitration take place, it will be held in Ashburn, Virginia or Loudoun County, the prevailing party shall be entitled to all reasonable attorney's fees and costs necessary to enforce the Agreement.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, designed to disparage us, our Company, or any of our services, consulting, certification, content. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

Availability of Services/Materials Outside the United States

The content and/or services described in and available through the Site may not be available in your country. We make no representation that the services or products offered in the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If use of the Site and/or viewing or use of any material or content therein or services offered thereby violates or infringes any applicable law in your jurisdiction(s), you are not authorized to view or use the Site and must exit immediately. Your viewing and/or use of the Site constitutes your representation that you are unconditionally and without limitation permitted to view and use the Site and the Indemnified the Company and its affiliates, and their owners, partners, franchisees, subsidiaries, officers, each of such person's or entities' directors, employees, contractors, agents, licensors and suppliers (collectively, the "Indemnified Parties") Parties may rely upon such representation.

The Site is operated from the United States, and it is possible that some software from the Site or the products and services offered on the Site may be subject to United States export controls. Products and services described on the Site and software downloaded

or otherwise exported or re-exported from the Site are not intended for sale, download, or export (i) into (or to a national or resident of any country that is subject to a U.S. or U.N. embargo or sanction or to anyone on the US Treasury Department's list of Specially Designated Nationals or anyone subject to the same or similar restrictions even if not listed or the US Commerce Department's Table of Deny Orders. Downloading or using the software, products or services, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any of the above restricted lists or subject to such restrictions.

Governing Law

This Agreement shall be governed by the laws of the State of Virginia, without regard to conflicts of law provisions. The parties agree that the exclusive jurisdiction for any dispute arising out of, or relating to, this Agreement or any dispute arising out of, or relating to, this Agreement or services provided in connection therewith shall be in the state and federal courts located in Ashburn, Virginia.

Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Copyright

All Company trademarks that appear on the Site are the exclusive property of the Company. The trademarks, trade names, trade dress, logos, and associated products and services represented on this Site are protected under the laws of the United States and international law and their display on this Site does not convey or create any license or other rights in these trademarks, trade names, trade dress, and associated products and services. Any use of them without prior written authorization of the Company or the relevant trademark owner is strictly prohibited.

Any third-party trademarks mentioned on this Site which are not those of the Company are the trademarks of their respective owners. The display of these trademarks or trade names on this Site does not convey or create any license or other rights in these trademarks or trade names. Any unauthorized use of those third-party trademarks is strictly prohibited.

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Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without our written permission or the permission of such third party that may own the Trademarks displayed on the Site.

WHAT DOES THIS MEAN?

The use of any TITAN logo, including the Consultant Certification Program logo, outside of these groups or on documents created by those not working for or contracted with Titan, is strictly prohibited, except that TITAN Certified Consultants are permitted to display the TITAN Certified Consultant logo.

You are not licensed to resell any TITAN-related materials, repackage our tools in your own voice, write books teaching our tools extensively, or create apps based on the Titan content or model. You cannot rewrite our material or content and sell it as your own, nor are you authorized to sell TITAN-related materials or merchandise. This is copyright infringement. You may mention the Model and our tools briefly with credit. Please review applicable copyright laws to make sure that you are complying with them.

You also are not licensed to use the Titan content or model or materials TITAN tools for any type of Consultant Certification course. Titan is the only company authorized to train Consultants how to use the Titan model and content. You cannot compete with TITAN using our tools to certify Consultants or Coaches.

COPYRIGHT REQUESTS

For any questions or requests, please contact us at bethjannery@titanstrategiccommunication.com

Hyperlinks to the Site

If you are interested in creating hypertext links to this Site, you must obtain the Company's written permission before doing so. In establishing hypertext links, you must not represent in any way, expressly or by implication, that you have received the endorsement, sponsorship, or support of this Site or the Company, including its respective employees, agents, directors, officers, and shareholders. General Terms

The following general terms apply to you and your use of the Site:

JOINT VENTURE

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or use of the Site.

EXISTING LAWS

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by us with respect to such use.

SEVERABILITY

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

AMENDMENT

You may not modify or amend this Agreement, in whole or in part without the prior written consent of an authorized representative of the Company. Additionally, the Company may replace this Terms of Service Agreement from time to time and your subsequent use of the Site, or any content, programs, or materials provided through the Site, will be subject in all respects to the terms and conditions of such terms of service in force at the time of such subsequent use. You are advised to check this Global Terms of Service Agreement regularly for any modifications.

ENTIRE AGREEMENT

Unless otherwise specified herein or agreed to by the user, these Terms of Use constitute the entire agreement between the user and the Company with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Site. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. No representations or statements of any kind made by any affiliate of the Company, which are not included in this Agreement, shall be binding on the Company or its affiliates.

WAIVER

No waiver of any provision herein shall be valid unless in writing and signed by an authorized representative of both you and the Company. The Company's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

MISCELLANEOUS

This Agreement shall inure to the benefit of the Company and its subsidiaries and affiliates. Any and all references in this Agreement to the Company and its affiliates shall, where the context so permits include the Company's parent companies, sister companies, and

their respective subsidiaries, affiliates, directors, officers, employees, contractors, and agents. The headings contained herein are for convenience only and shall have no legal or interpretive effect. Additional terms and conditions may apply when you use other services, affiliate services, third-party content, or third-party software on or through a link provided on the Site.

ASSIGNMENT

The Company may assign its rights and duties under this Agreement to any party at any time without notice to you.
How to Contact Us

If you have any questions regarding this Policy, your privacy, or our policies in the event of a compromise of your information, you may contact us at:

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