



Introduction.

Scope. These Terms of Use (the “Terms”) govern the use of all websites and mobile applications linking to or posting these Terms (each a “Platform”) that are operated by Titan Global Capital Management USA LLC dba Titan (“Titan”, “we”, or “us”), as well as the use of any of the various investment advisory services that we provide, in whole or in part, through any of our Platforms (collectively, the “Service”). These Terms apply to any person who accesses or uses the Service or any of our Platforms (“you”). These Terms constitute a legally binding agreement between Titan and you. Please carefully read these Terms, including our Privacy Policy (www.titan.com/privacypolicy) before you use the Service or access any of our Platforms.

Updates to the Terms. These Terms may be updated or amended by us from time to time without notice to you by our posting a revised version of the Terms in the footer of our website at www.titan.com. Any changes will be effective prospectively as of the date noted when the updated Terms are posted. It is your responsibility to periodically review these Terms in case of any such updates or amendments. If you do not agree to any updates or amendments, you must cease using the Service and our Platforms.

NOTICE OF BINDING ARBITRATION AND CLASS ACTION WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE OR CLAIM RELATED TO THESE TERMS, OR ARISING OUT OF YOUR ACCESS TO OR USE OF THE SERVICE OR ANY OF OUR PLATFORMS, MUST BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS AND MAY NOT BE ARBITRATED OR OTHERWISE PURSUED AS A CLASS ACTION. PLEASE SEE SECTION 16 BELOW.

Content and Licenses.

Content. All information, data, materials, text, graphics, images, and other content available through the Service and/or any of our Platforms (collectively, the “Content”) are the property of Titan or that of our suppliers or licensors. Except as otherwise provided herein, you may not use, download, upload, copy, print, display, perform, reproduce, publish, modify, transmit, or distribute any of the Content for any public or commercial purpose without our express written consent.

Conditional Licenses. We hereby grant you a personal, non-exclusive, non-transferable, non-sublicensable license to access and use any publicly available portions of our Platforms, and the Content available therein, solely for lawful purposes and subject to your compliance with these Terms. If you set up an account by completing the registration process (see Section 5 below), we also hereby grant you a personal, non-exclusive, non-transferable,

non-sublicensable license to access and use the Service and our Platforms, as well as all Content, solely for lawful purposes and subject to your compliance with these Terms. By accessing or using the Service or any of our Platforms in any way, you acknowledge and agree to these Terms. If you do not agree with these Terms at any time, you may not continue to use the Service or any of our Platforms or Content.

Modifications to the Service or Our Platforms.

Modifications. We reserve the right to modify or discontinue the Service or any of our Platforms, in whole or in part, at any time without providing notice to you.

Errors. The Content may contain typographical errors or other errors, inaccuracies or deficiencies, and may not be complete, accurate or up to date. We reserve the right to correct any error, deficiency, omission or inaccuracy in any Content or otherwise on any of our Platforms at any time, but we do not guarantee that any such errors, deficiencies, omissions or inaccuracies will be corrected.

Linked Websites and Apps.

Third-Party Sites. Our Platforms may contain links to other websites or applications maintained by third parties (each a “Third-Party Site”). If you visit any Third-Party Site, you may be subject to that Third-Party Site’s terms and conditions, privacy policy or other policies, and any applicable local law, including any obligations relating to security, copyright, defamation, decency, secrecy, privacy, or export laws related to access to or use of such Third-Party Site and any content therein.

Content of Third-Party Sites. All hyperlinks provided on any of our Platforms to Third-Party Sites are provided “AS IS”, and Titan does not necessarily agree with, edit, or sponsor the content on such websites. You acknowledge and agree that Titan shall not be responsible for any content, products, services, advertising, information, availability or use of any information or other content offered on any Third-Party Site. In no event shall Titan be directly or indirectly liable to anyone for any losses or damages in connection with the creation or use of any Third-Party Site or any information or content accessed through any Third-Party Site.

Modifications. We reserve the right to add, modify, remove, or decline, without providing notice, any features or links to any Third-Party Site from any of our Platforms, or to introduce different features, functionality or links to different users of our Platforms.

Terms of the Service.

Applicability. The terms and conditions set forth in this Section 5 apply only to users of the Service.

Registration. To use the Service, you must set up an account (“Account”) by completing the registration process on our Titan application, which includes you entering into all of the

agreements listed in Section 5.4 below (each, a “Client Agreement”). If any provision of a Client

Agreement conflicts with any provision of these Terms, such Client Agreement shall control. To register to use the Service, you must establish a login ID and password, and provide us with the information requested during the registration process, including without limitation: (a) information about you (such as your first and last name, email address, mailing address, telephone number, date of birth, social security number, country of citizenship, employer name, employment status, and job position), (b) information about your investment preferences (such as your risk tolerance, investment objectives and experience, time horizon, liquidity needs, and the like), (c) information about your banking relationship, and (d) your payment card information (if applicable). You agree to provide us with accurate and complete information requested in the registration process, and to inform us of any updates to such information on an ongoing basis to keep it accurate and complete. You agree to keep your login ID and password confidential and to not share such information with anybody else.

Responsibility for Your Account. You are solely responsible for any authorized or unauthorized access to or use of your account by any person, and for all fees and charges incurred on or for the Service through your account. You agree to notify us promptly (at support@titan.com) regarding any unauthorized access to or use of your account. You further agree that you will remain liable for any fees and charges incurred for the Service through your account during any period before you notify us of any such unauthorized access to or use of your account.

Investment Advisory Terms.

Titan is an investment adviser registered with the U.S. Securities and Exchange Commission (“SEC”). Titan offers the Service exclusively through the Platforms. You agree to check the Platforms (both our mobile application and website) regularly for communications from Titan, and agree to provide and update client information electronically through the Platforms. Communications through the Platforms may involve the electronic transmission to any email address you have provided to us of information that you may consider to be personal financial information, and you agree and consent to such transmission of such information.

In order to access the Service through your Account, you must enter into all of the following: (i) an Account management agreement with Titan, (ii) a securities brokerage agreement with Apex Clearing Corporation (“Apex”), an SEC registered broker-dealer that provides brokerage services to Titan, and (iii) a custody agreement with Apex Clearing Corporation, an SEC registered broker-dealer that provides custody, clearing, and settlement services for Apex and your Account. These Client Agreements, along with these Terms, collectively govern your relationship with Titan with respect to the Service received through your Account.

You will use Apex’s application program interface and our mobile application to access the

electronically stored copies of Client Agreements and other documents and communications related to your Account. You do not object to and will not challenge the enforceability or use of the electronically stored copies of the Client Agreements.

Before you enter into these Terms and the Client Agreements, you agree to read the disclosures regarding the Service described in the Titan Wrap Fee Program disclosure involving discretionary investment advisory services sponsored by Titan (www.titan.com/legal). You also agree to read the Client Agreements carefully before you agree to them (also listed at www.titan.com/legal), as they have the same legal effect as signing a paper version of these agreements. You understand that the Client Agreements may be modified, and agree to check the Platforms for any such updates. By keeping and using your Account, you agree to all of the terms and conditions, as modified from time to time, of these Terms and the Client Agreements.

Consent to Electronic Delivery.

By providing Titan with your e-mail address, you agree to receive all required notices electronically to that e-mail address. It is your responsibility to update or change the e-mail address registered with Titan, as appropriate. If you become aware of any unauthorized use of your information, please contact Titan. Further, by registering with Titan you are aware and consent that electronic signatures and electronic documents will be used instead of paper documents. You agree and are giving consent to electronic delivery of all communications which includes, but is not limited to, all current and future account statements, trade confirmations, notices, disclosures, regulatory communications (including prospectuses, proxy solicitations and privacy notices) and other information, documents, data and records regarding your account all services provided by Titan delivered or provided to you by Titan. Your consent will be effective immediately and will remain in effect until either Titan or you revoke it. You understand that it may take up to three days to process a revocation of consent to electronic communications and you may receive electronic notifications in the interim. You may revoke or restrict consent to electronic delivery of Titan communications at any time by notifying Titan. You have the right to request paper delivery of any communication that the law requires Titan to provide in paper form. If you revoke or restrict consent to electronic delivery, Titan, at its discretion, may charge a service fee for the delivery of communications that would otherwise be delivered electronically, restrict your account, or close your account and terminate access to Titan.

User Limitations and Prohibited Activities.

Limitations on Use. As a condition of accessing or using the Service or any of our Platforms, you agree to follow all these Terms and all applicable laws, rules and regulations, and to provide us with only truthful, complete and accurate information.

Prohibited Activities. As a condition of your access to or use of the Service or any of our Platforms, you further agree not to do, or attempt to do, any of the following: • impersonate another person;

- publish, distribute, modify, transmit, display or create derivative works from or otherwise

- exploit in any manner any of the Content;
- send, email, transmit, or otherwise transfer to or through the Service or any of our Platforms any material or information that may violate any rights of any third party, including any copyright, trademark, privacy, or other personal or proprietary right;
- send, email, transmit, or otherwise transfer to or through the Service or any of our Platforms any material or information that is potentially or actually unlawful, violent, graphic, obscene, deceptive, offensive, abusive, sexually explicit, harmful, dangerous or self-injurious, endangering to minors, threatening, or otherwise objectionable;
- send, email, transmit, or otherwise transfer to or through the Service or any of our Platforms any material containing viruses or any other destructive materials or data or code which may corrupt, interfere with, jeopardize, disrupt, disable, harm or otherwise impede in any manner the operation of any computer system, hardware or software;
- decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming of the software associated with the Service or any of our Platforms;
- probe, scan or otherwise test the vulnerability of the Service or any of our Platforms, or our underlying systems or network, or breach any security or authentication measures or policies without proper authorization;
- access the Service or any of our Platforms with any data extraction, mining, scraping or other data gathering tools, or otherwise collect or scrape any Content from the Service or any of our Platforms without our written consent;
- intercept or access any information transmitted to or from Titan that is not intended to be received by you;
- violate any applicable law, rule, or regulation; or
- violate any policies, procedures, requirements associated with the Service or any of our Platforms that we disclose to you.

No License to Source Code. You acknowledge that your license to the Service and our Platforms does not extend to any source code of any kind.

Intellectual Property Rights.

Copyright. The Service, our Platforms, and all Content are protected by copyright owned by Titan or licensed from applicable copyright owners. You agree to not engage in the use, copying, or distribution of any of the Service, Platforms, or Content, other than as expressly permitted by these Terms or your Client Agreement. If you download or print a copy of any of the Content, you must retain all copyright and other proprietary notices contained therein. Any reproduction, modification, creation of derivative works from or redistribution of the Service or any of our Platforms is expressly prohibited.

Trademarks. All trademarks, service marks, logos and trade names on the Service and our Platforms, registered and unregistered, are proprietary to Titan or to other applicable parties. You may not reproduce, display or otherwise use any such trademarks, service marks, logos or trade names without the prior written consent of Titan or the appropriate owner thereof. All

design rights, compilation rights, and similar intellectual property rights in and to the Service and our Platforms, whether registered or unregistered, and related goodwill are owned exclusively by and are proprietary to Titan or our licensors.

Restrictions. You shall not rent, lease, loan, sell, distribute or create derivative works of any of the Service, our Platforms, or Content. Any commercial use of the Service, our Platforms, and/or the Content is strictly prohibited, except as allowed under these Terms or your Client Agreement or otherwise approved in writing by Titan.

Reservation of Rights. All rights not expressly granted to you in these Terms or your Client Agreement are hereby reserved by Titan.

Copyright Claims.

If you believe any of the material on any of our Platforms infringes a copyright owned or controlled by you, please notify us at support@titan.com. Please include the following information with your notification: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed upon; (c) a description of where the material that you claim is infringing is located on our Platform; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Privacy.

We collect information about you through our Platforms. By using the Service or any of our Platforms, you consent to the collection, processing and storage of your personal information as described in our [Privacy Policy](#). Our Privacy Policy is incorporated into and made a part of these Terms by this reference.

Automated Calls, Pre-Recorded Voice Messages, and SMS/Text Messaging.

You may receive calls and/or SMS text messages from us about account-related news, alerts and promotional and marketing offers for products and services offered by Titan and its affiliates. By using the Service or any of our Platforms, you agree to receive such calls and text messages from Titan, and you certify that the number you provided is correct and that you are authorized to enroll the designated number to receive such calls and text messages. You acknowledge and agree that the calls and text messages may be sent using an automatic telephone dialing system, that pre-recorded voice messages may be used, and that standard message and data rates may apply. Consent to receive calls and text messages for promotional purposes is not required as a condition of purchase or use of the Services or Platforms, and you may

unsubscribe from such calls and text messages at any time as described below. The calls and text messages may not be compatible with all phone models. Titan is not responsible for any delays upon sending or receiving text messages.

To unsubscribe from receiving promotional text messages at any time reply STOP, END or QUIT to any text message you receive from Titan. You may unsubscribe from receiving promotional calls at any time by contacting us at support@titan.com.

You consent that following such a request to unsubscribe, you may receive one final text message from Titan confirming your request. Note that unsubscribing from promotional and/or account related calls or texts will not prevent Titan from sending you text messages or calling you for transactional, security, and/or authentication purposes.

Indemnity from You.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU ACKNOWLEDGE THAT YOU ARE PERSONALLY RESPONSIBLE FOR YOUR ACTIONS WITH THE SERVICE AND ON ANY OF OUR PLATFORMS, AND YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS Titan AND OUR AFFILIATES, AS WELL AS OUR AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, REPRESENTATIVES, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS, PENALTIES, FEES, OR EXPENSES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) THAT MAY BE INCURRED, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SERVICE, ANY OF OUR PLATFORMS, OR THE CONTENT, YOUR VIOLATION OF ANY OF THESE TERMS, OR YOUR VIOLATION OF ANY THIRD PARTY RIGHTS. Notwithstanding anything to the contrary herein, your obligations in this Section 10 do not apply to any claims, damages, obligations, losses, liabilities, costs, penalties, fees, or expenses of any kind to the extent arising from any act or omission of Titan or any of our affiliates.

Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, Titan AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, OR ANY LOST PROFITS OR LOST REVENUES, ARISING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, ANY OF THE PLATFORMS, OR ANY CONTENT, EVEN IF Titan OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOUR SOLE AND EXCLUSIVE REMEDY IF YOU ARE DISSATISFIED WITH THE SERVICE, ANY OF THE PLATFORMS, OR ANY CONTENT IS TO DISCONTINUE YOUR USE OF THE SERVICE, THE PLATFORMS, AND ANY SUCH CONTENT. To the extent that applicable law does not allow such a limitation or exclusions for damages, some or all of the limitations or exclusions in this Section 12 may not apply to you.

For Use in the United States Only.

The Service and our Platforms are intended only for natural persons who are citizens or other lawful residents of the United States of America, including any of its territories or possessions (collectively, the “U.S.”), and who are located in the U.S. We do not intend to and do not offer the Services outside the U.S. We control and operate the Service and our Platforms from our offices in the U.S., and all information in connection therewith is processed within the U.S. We do not represent that any material on our Platforms are appropriate or available for use in locations other than the U.S. Those who choose to access our Platforms from outside the U.S. do so voluntarily and are responsible for compliance with their local laws.

Termination.

Subject to your Client Agreement (if you are a registered user), Titan may terminate your access to or use of any of our Platforms at any time in our sole discretion. Upon any such termination, you must destroy any Content obtained from such Platforms and all copies thereof. The provisions of these Terms which contemplate surviving, including the provisions concerning Site security, prohibited activities, copyrights, trademarks, user submissions, disclaimer, limitation of liability, indemnity, and jurisdictional issues, shall survive any such termination.

THE COMPANY RESERVES THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE SITE, THE APPLICATION AND THEIR RESPECTIVE CONTENT OR ANY FEATURE OR PART THEREOF AT ANY TIME. IF YOU DOWNLOAD THE APPLICATION OR ANY CONTENT FROM THIS SITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT.

Governing Law.

Any claim, dispute or cause of action arising from these Terms or any use of the Service, any of our Platforms, or any Content (“Dispute”) shall be governed and construed in accordance with the laws of the State of Delaware, without reference to any conflicts of law provisions therein.

Dispute Resolution; Class Action Waiver

YOUR AGREEMENT TO ARBITRATE YOUR CLAIMS. YOU SHOULD CAREFULLY REVIEW THIS SECTION 16. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS EXCEPT FOR MATTERS THAT YOU FILE IN SMALL CLAIMS COURT IN THE STATE OR MUNICIPALITY OF YOUR RESIDENCE WITHIN THE JURISDICTIONAL LIMITS OF THE SMALL CLAIMS COURT AND AS LONG AS SUCH MATTER IS ONLY PENDING IN THAT COURT. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. YOU ARE ENTITLED TO A FAIR HEARING BUT THE ARBITRATION PROCEDURES MAY BE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. AN ARBITRATOR’S DECISION IS AS ENFORCEABLE AS ANY COURT ORDER AND IS SUBJECT TO A VERY LIMITED

REVIEW BY A COURT. YOU EXPRESSLY AGREE TO THIS SECTION 16 AS A CONDITION OF ACCESSING OR USING THE SERVICE, ANY OF OUR PLATFORMS, OR ANY CONTENT.

Informal Dispute Procedures. For any Dispute you have with Titan or concerning these Terms, you agree to first contact us at support@titan.com and to attempt to resolve such Dispute informally.

Arbitration. In the unlikely event that we are unable to resolve any Dispute you bring to our attention after sixty (60) days, and for any other Dispute we raise, you and Titan agree that, except where prohibited by law, all Disputes shall be resolved individually and exclusively by final and binding arbitration administered by JAMS, and conducted before a single arbitrator, all pursuant to the JAMS Comprehensive Arbitration Rules and Procedures that are in effect at the time arbitration is initiated (the "JAMS Rules"). For more information on JAMS, the JAMS Rules, or the process for filing an arbitration claim, you may call JAMS at 800.352.5267 or visit the JAMS website at www.jamsadr.com.

No Class Actions or Class Wide Relief. You and Titan agree to the following with respect to the arbitration of any Dispute hereunder: (a) ANY CLAIM MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (b) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) the arbitration will be held at a location in your hometown area unless you and we both agree to another location or telephonic arbitration; (d) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (e) we reserve the right, in our sole discretion, to assume responsibility for any or all of the costs of the arbitration; (f) the arbitrator will honor claims of privilege and privacy recognized at law; (g) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (h) the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (i) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law. ANY RIGHT TO A TRIAL BY JURY, WHETHER ON AN INDIVIDUAL OR A CLASS BASIS, IS HEREBY WAIVED.

Survival. This Section 16 will survive termination of these Terms or your right to access or use the Service or any of our Platforms. With the exception of the subpart prohibiting arbitration on a class or collective basis, if any part of this arbitration provision is deemed to be invalid,

unenforceable, or illegal, or otherwise conflicts with the JAMS Rules, then the balance of this provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting part was not contained herein. If for any reason a claim proceeds in court rather than in arbitration, the Dispute will be exclusively brought in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence.

Notices.

Notices to you by Titan may be made via any of the following methods: in-app messaging through our mobile app, email (from support@titan.com), or regular mail. Also, we may provide notices of changes to these Terms or other matters by displaying notices or links to notices to you on our Platforms.

General Terms.

No Joint Venture or Agency Relationship. You agree that your use of the Service or any of our Platforms does not create any joint venture, partnership, employment or agency relationship between you and Titan.

No Implied Waiver. Any failure of Titan to exercise or enforce any rights or provisions of these Terms shall not constitute a waiver of such right or provision.

Headings. All headings provided in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you. Any assignment or transfer by you shall be null and void. Titan may assign these Terms without restriction. These Terms shall inure to the benefit of and be binding upon Titan's successors and assigns.

Interpretation. If any provision of these Terms is found by a court of competent jurisdiction or arbitrator to be invalid or inapplicable, Titan and you nevertheless agree that the court or arbitrator should endeavor to give effect to our intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

Severability. If any term or provision of these Terms is declared unlawful, void, or unenforceable for any reason by any court or arbitrator in any jurisdiction, then such term or provision will be deemed severable from the remaining terms or provisions in such jurisdiction and will not affect the validity and enforceability of such remaining terms or provisions in these Terms.

Entire Agreement. These Terms (including the Privacy Policy) constitute the entire agreement between you and Titan with respect to your access or use of the Service or any of our Platforms,

and supersede any prior agreements or understanding between you and Titan.

Contact Information

If you have any questions about these Terms, our Privacy Policy, the Service, or any of our Platforms, please contact us at support@titan.com.