

## Special conditions for Titan Email

*Latest version dated 2023.08.10*

### 1.0 General

This agreement governs the relationship between ServeTheWorld (STW) and the Customer.

The purpose of this document is to establish the specific terms that apply to Titan Email. These specific terms supplement the general terms of the agreement. In case of conflict between the two, the specific terms take precedence over the general terms.

Matters not defined in the specific terms are subject to the General Terms and Conditions.

### 2.0 Money-Back Guarantee for 90 Days

In the event that the Customer is not satisfied with Titan Email within a period of 90 days and chooses to cancel the service, any payment made for the Titan Email will be reimbursed.

### 3.0 Uptime Guarantee

STW guarantees a minimum uptime of 99.9% for Titan Email. If, contrary to expectation, the service fails to achieve this in a calendar month, the customer will be compensated with an amount equivalent to what the customer has paid for one month of Titan Email. A maximum of 1 month of free Titan Email will be provided as compensation within a calendar month. The customer needs to initiate contact if the uptime guarantee is considered unfulfilled. Notified maintenance on hardware/infrastructure does not count as downtime for the uptime guarantee.

### 4.0 Subscription

Titan Email is an ongoing subscription billed in advance. The Customer's payment obligation lasts as long as the ongoing billing period, unless otherwise agreed in writing. Subscriptions are automatically renewed under the current terms unless valid notice of termination is given. If the Customer terminates after a new billing period has begun, the Customer must pay for the entire billing period.

### 5.0 Miscellaneous

Customers are obligated to ensure that the services are not used in a manner that violates current laws and regulations, as well as the norms and etiquette generally accepted by society. The customer is required to make their own backup copies of data. STW is not responsible for losses that could have been prevented if such a copy had been made. The service is hosted on Amazon Web Services, Inc, and operated by Titan under the registered company name Flock FZ. Web: <https://titan.email/>

### 6.0 Liability

Under no circumstances can the Customer claim compensation beyond the amount paid for Titan Email in the last 12 months, calculated from the time liability was notified. Compensation does not cover liability for indirect losses, including lost profits, consequential losses, and other consequential damages. Claims for compensation must be made without undue delay.

STW is not liable in the event of Force Majeure.

### 7.0 Cancellation

The Customer shall initiate the termination process within the Control Panel, unless otherwise is accepted by a representative at STW. If the Customer cancels in any other manner, STW has the discretion to decide whether the termination will be accepted.