

TERMS AND CONDITIONS

Aegis

Last Updated: July 9, 2026

1. Acceptance of Terms

These Terms and Conditions ("Terms") form a binding legal agreement between you ("User," "you") and Terrapin Tech Solutions, LLC, a limited liability company organized under the laws of the State of South Carolina, United States ("Company," "we," "us," or "our"), governing your access to and use of the Aegis mobile application and any related services (collectively, the "Service").

Please read and review these Terms and our Privacy Policy before using the Service. THESE TERMS INCLUDE A BINDING ARBITRATION AGREEMENT. By creating an account, accessing, or using the Service, you agree to be bound by these Terms and by our Privacy Policy, which is incorporated by reference. If you do not agree, you must not use the Service.

2. Eligibility

You must be at least 18 years old, or the age of legal majority in your jurisdiction, to create an account as a registered User. By using the Service, you represent that you meet this requirement and have the legal capacity to enter into these Terms.

The Service may be used in connection with group trips that include minors (for example, school, youth, or family trips) where an adult Safety Administrator or Trip Organizer manages the group on the minors' behalf. In those cases, the organization or adult responsible for the trip (such as a school, camp, tour operator, or parent/guardian) is responsible for obtaining any necessary consents before a minor is added to a Group, and for supervising the minor's use of the Service. See our Privacy Policy for more on information relating to minors.

3. Description of Service

Aegis is a group communication and travel safety platform. It allows groups of travelers (a "Group") on a shared trip (a "Trip") to message one another, share status updates, and receive location-based check-ins. Each Group may designate one or more individuals as a "Safety Administrator" — for example, a trip leader, chaperone, tour guide, or employer safety contact — who is responsible for the Trip and who receives alerts and notifications, including when a Group Member's location or status indicates they may be separated from the Group or alone.

The Service does not offer flight, hotel, or other travel bookings, and does not process travel-related payments. It is a communication, coordination, and alerting tool only.

4. Groups, Trips, and Account Registration

You are responsible for maintaining the confidentiality of your account credentials, username(s), password(s) and for all activity under your account. You agree to provide accurate, current, and complete information and to update it as needed. Joining a Group (for example, via an invite code or link) will share certain information about you, including your location and status updates, with other members of that Group and with the Group's designated Safety Administrator(s), as described in our Privacy Policy. You

should only join a Group that you trust and understand the purpose of. If you do not recognize the group, are not planning on attending an upcoming trip, and/or unaware of why you received an invite code, link, or other correspondence relating to the an upcoming Trip, you should not join that group.

5. The Safety Administrator Role

A Safety Administrator is a person designated by a Group — not selected, vetted, screened, trained, or supervised by the Company — to receive alerts and monitor the status of Group Members during a Trip. By using the Service, you acknowledge and agree that:

- The Company does not verify the identity, qualifications, background, or suitability of any Safety Administrator;
- The Safety Administrator, not the Company, is responsible for deciding how to respond to any alert, notification, or status update, including whether and how to check on a Group Member or seek help;
- The Company has no ability to compel a Safety Administrator to act, and is not responsible for a Safety Administrator's action, inaction, delay, or error in judgment;
- Serving as a Safety Administrator does not create any employment, agency, or partnership relationship with the Company;
- The Safety Administrator is chosen or designated by the Group — the Company has no participation in the selection, vetting, and/or training of the Safety Administrator.
- All actions, inactions, or decisions made by the Safety Administrator are the complete responsibility of the Safety Administrator.

6. Location Services and Alerts

The Service uses location data, including continuous (background) location tracking when enabled, to provide Group coordination features, status updates, and automated alerts to a Group's Safety Administrator(s) — for example, when a Group Member's location suggests they have become separated from the Group or have been alone for an extended period. By enabling location services, you consent to this collection, use, and sharing as described in our Privacy Policy.

- You can disable location access at any time through your device settings; doing so will limit or disable Group coordination, status, and alert features, and other Group Members and the Safety Administrator will not receive your location or automated alerts.
- Continuous location tracking will be clearly disclosed at the point you enable it, consistent with applicable platform (Apple/Google) and legal requirements, and you may withdraw consent at any time.
- Alerts are generated automatically based on location, connectivity, and device signals, and are provided on a best-efforts basis only, as described in Section 7.

7. Not an Emergency Service; Assumption of Risk

THE SERVICE IS NOT A MONITORED SECURITY, MEDICAL ALERT, OR EMERGENCY RESPONSE SERVICE, AND IS NOT A SUBSTITUTE FOR CALLING 911 OR THE LOCAL EMERGENCY NUMBER. ALERTS AND NOTIFICATIONS MAY BE DELAYED, INCOMPLETE, OR FAIL TO SEND OR BE RECEIVED DUE TO FACTORS INCLUDING DEVICE SETTINGS, LOST CONNECTIVITY, GPS ACCURACY LIMITATIONS, LOW BATTERY, OR

SERVICE OUTAGES. IN AN EMERGENCY, ALWAYS CONTACT LOCAL EMERGENCY SERVICES DIRECTLY. THE SERVICE IS NOT INTENDED FOR USE IN EMERGENCIES. IF YOU OR ANY OTHER PERSON IS EXPERIENCING A MEDICAL EMERGENCY, IS AT RISK OF HARM, OR IS OTHERWISE IN NEED OF IMMEDIATE ASSISTANCE, YOU MUST IMMEDIATELY CONTACT EMERGENCY SERVICES, MEDICAL PROFESSIONALS, LAW ENFORCEMENT, OR OTHER APPROPRIATE AUTHORITIES. DO NOT RELY ON THE SERVICE, OR ANY INFORMATION OR SERVICES PROVIDED THROUGH THE SERVICE, TO OBTAIN EMERGENCY ASSISTANCE, MEDICAL CARE, OR EMERGENCY RESPONSE.

Travel involves inherent risks, including illness, injury, natural disasters, civil unrest, and transportation accidents. You acknowledge and voluntarily assume all such risks associated with travel, and you understand that the Service is intended to support, not replace, the judgment and vigilance of travelers, Trip Organizers, and Safety Administrators. We recommend reviewing official government travel advisories for your destination and having an independent emergency plan that does not rely solely on the Service.

8. User Content

If the Service allows you to submit messages, status updates, photos, or other content ("User Content"), you retain ownership of your User Content but grant the Company a worldwide, non-exclusive, royalty-free license to host, transmit, and display it as necessary to operate the Service, including delivering it to other Group Members and Safety Administrators. You represent that you have the rights necessary to grant this license and that your User Content does not violate any third party's rights or applicable law.

9. Prohibited Conduct

You agree not to:

- Use the Service for any unlawful purpose or in violation of any applicable law or regulation;
- Attempt to gain unauthorized access to the Service, other accounts, or related systems or networks;
- Interfere with or disrupt the integrity or performance of the Service, including sending false alerts or status updates;
- Misrepresent your identity, impersonate a Safety Administrator, or add someone to a Group without appropriate authorization or consent;
- Use location or status information obtained through the Service to stalk, harass, or harm another person;
- Share the location or status of another traveler to a third-party without the travelers prior consent;
- Scrape, harvest, or collect information about other Users without consent.

10. Intellectual Property

The Service, including its software, design, text, graphics, logos, and trademarks, is owned by the Company or its licensors and is protected by intellectual property laws. Except for the limited license to use the Service as intended, no rights are granted to you in the Company's intellectual property.

11. Third-Party Services and Links

The Service may rely on third-party infrastructure (such as mapping, push notification, and messaging providers) and may contain links to third-party websites or services that are not owned or controlled by the Company. We are not responsible for the content, policies, practices, or availability of any third party's service.

12. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY LOCATION DATA, STATUS UPDATE, ALERT, OR NOTIFICATION WILL BE ACCURATE, COMPLETE, OR TIMELY.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, ARISING OUT OF YOUR USE OF THE SERVICE, ANY DELAYED, FAILED, OR INACCURATE ALERT OR NOTIFICATION, OR ANY ACT OR OMISSION OF A SAFETY ADMINISTRATOR, TRIP ORGANIZER, OR OTHER GROUP MEMBER.

14. Indemnification

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE, YOUR VIOLATION OF THESE TERMS, OR YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY.

15. Termination

We may suspend or terminate your access to the Service at any time, with or without cause or notice, including for violation of these Terms. You may stop using the Service, leave a Group, and delete your account at any time. Provisions that by their nature should survive termination (including Sections 10, 12, 13, 14, and 17) will survive.

16. Changes to the Service and Terms

We may modify or discontinue the Service, in whole or in part, at any time. We may update these Terms from time to time; material changes will be notified through the app or by email, and your continued use of the Service after the effective date constitutes acceptance of the revised Terms.

17. Governing Law

These Terms are governed by the laws of the State of South Carolina, USA, without regard to its conflict-of-laws principles. Subject to the arbitration provision below, you agree that any dispute arising out of or

relating to these Terms or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Charleston, South Carolina, and you consent to personal jurisdiction there.

19. DISPUTE RESOLUTION: BINDING INDIVIDUAL ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT OR HAVE A JURY TRIAL.

1. Agreement to Arbitrate

Except for the claims described below under "Exceptions to Arbitration," you and the Company agree that any dispute, claim, or controversy arising out of or relating to these Terms, your use of the Service, or any services provided through the Service, including any dispute regarding the interpretation, applicability, enforceability, or formation of this arbitration provision, shall be resolved exclusively through final and binding individual arbitration rather than in court.

This arbitration agreement is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16, and shall be interpreted as broadly as permitted by law.

2. Informal Resolution

Before initiating arbitration, either party agrees to provide written notice of the dispute to the other party and to make a good-faith effort to resolve the dispute informally for at least thirty (30) days.

3. Arbitration Procedure

If the parties are unable to resolve the dispute informally, the arbitration shall be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules then in effect, unless the parties agree otherwise.

The arbitration may be conducted remotely, by written submissions, or in Charleston County, South Carolina, or another mutually agreed location, consistent with the applicable AAA rules.

A single neutral arbitrator shall decide the dispute. The arbitrator shall have exclusive authority to resolve all disputes relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement.

The arbitrator may award any relief that would otherwise be available in court on an individual basis.

4. Class Action and Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

THE ARBITRATOR SHALL NOT HAVE AUTHORITY TO CONSOLIDATE CLAIMS OR PRESIDE OVER ANY CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

BY AGREEING TO THESE TERMS, YOU AND COMPANY EACH WAIVE THE RIGHT TO A TRIAL BY JURY.

5. Exceptions to Arbitration

Nothing in this section prevents either party from:

- bringing an individual action in small claims court if the claim qualifies;
- seeking temporary or preliminary injunctive relief to protect intellectual property rights, confidential information, or prevent unauthorized access or misuse of the App; or
- pursuing any remedy that applicable law prohibits from being subject to mandatory arbitration.

6. Costs

Payment of arbitration filing fees and costs shall be governed by the applicable AAA Consumer Arbitration Rules and applicable law. Each party shall bear its own attorneys' fees unless otherwise provided by law or awarded by the arbitrator.

7. Right to Opt Out of Arbitration Clause

You may opt out of this arbitration agreement by sending written notice to the Company within thirty (30) days after you first accept these Terms or first create an account, whichever occurs first. Your notice must include your full name, email address associated with your account, mailing address, and a clear statement that you wish to opt out of the arbitration agreement contained in these Terms.

The opt-out notice must be sent by email to wmurff@terrapintechsolutions.com or by mail to:

Terrapin Tech Solutions, LLC
113 Eighty Oak Avenue
Mt. Pleasant, South Carolina 29464

Your decision to opt out of this arbitration agreement will not affect any other provision of these Terms or your ability to use the App. If you do not timely opt out, you and Company will be bound by this arbitration agreement.

8. Mass Arbitration Procedures

If twenty-five (25) or more similar arbitration demands are filed against Company by the same or coordinated counsel, or otherwise coordinated, arising out of the same or substantially similar facts or legal issues (a "Mass Arbitration"), the parties agree that the efficient administration of those claims is a material part of this arbitration agreement.

To promote the fair and efficient resolution of Mass Arbitrations, the parties agree that the arbitration provider may administer the claims in coordinated stages or other procedures permitted by its applicable rules. The parties shall cooperate in good faith with the arbitration provider regarding scheduling, case management, and the selection of representative matters where appropriate.

Nothing in this section authorizes class arbitration, collective arbitration, representative arbitration, or the consolidation of claims except as expressly permitted by the arbitration provider's applicable rules and with the consent of the affected parties.

9. Batch Arbitration

If a Mass Arbitration occurs, the parties agree that substantially similar claims may be administered in batches.

Unless otherwise agreed by the parties or directed by the arbitration provider, claims shall be grouped into batches of up to fifty (50) claimants. Each batch shall proceed before a single arbitrator selected in accordance with the applicable arbitration rules.

Only after the first batch has concluded may the next batch proceed, unless the arbitration provider determines that simultaneous administration of additional batches is appropriate.

The applicable statute of limitations shall be deemed tolled for any claim that is held in abeyance while earlier batches are pending.

The parties agree to cooperate in good faith to implement procedures that promote the efficient, fair, and cost-effective resolution of Mass Arbitrations while preserving each claimant's right to an individual determination of his or her claims.

If this Batch Arbitration provision is determined to be unenforceable, the remaining arbitration agreement shall remain in effect to the fullest extent permitted by law unless such determination renders the arbitration agreement incapable of being performed.

10. Governing Law

This arbitration agreement shall be governed by the Federal Arbitration Act. To the extent state law applies, the laws of the State of South Carolina, without regard to its conflict of laws principles, shall govern all matters not preempted by the FAA.

11. Severability

If any portion of this arbitration provision is found unenforceable, that portion shall be severed, and the remaining provisions shall remain in full force and effect, except that if the class action waiver is found unenforceable with respect to a particular claim, that claim shall proceed in a court of competent jurisdiction and not in arbitration.

12. Survival

This arbitration agreement shall survive the termination of these Terms, your account, and your use of the App.

18. Miscellaneous

- Entire Agreement: These Terms, together with the Privacy Policy, constitute the entire agreement between you and the Company regarding the Service.
- Severability: If any provision is found unenforceable, the remaining provisions remain in full force and effect.
- No Waiver: Our failure to enforce any right or provision is not a waiver of that right or provision.
- Assignment: You may not assign these Terms without our consent; we may assign them freely in connection with a merger, acquisition, or sale of assets.

- Force Majeure: We are not liable for delays or failures resulting from causes beyond our reasonable control.

19. Contact Us

If you have questions about these Terms, please contact us at:

Terrapin Tech Solutions, LLC

113 Eighty Oak Avenue

Mt. Pleasant, South Carolina 29464

Email: wmurff@terrapintechsolutions.com