

Terms & Conditions

Last updated: August 01, 2024

1. Introduction

1.1 Overview

These Terms and Conditions govern your use of the Kosmic AI LLC website and services. By accessing or using our website, you agree to comply with these terms. This agreement outlines the responsibilities and expectations for both Kosmic AI LLC and its users, ensuring a mutual understanding and a safe online environment. Kosmic AI LLC offers a range of services, including AI video editing, script writing, project management, video captioning, and a marketplace for content creators to sell their services and get hired by buyers. Users can also register their companies as organizations and sell services to buyers as an additional option.

1.2 Acceptance of Terms

By accessing or using the Kosmic AI LLC website (www.kosmic.ai), you agree to comply with and be bound by these Terms and Conditions. This agreement is legally binding and applies to all visitors, users, and others who access or use the service. If you do not agree with these terms, please do not use our website. Continued use of the site signifies your acceptance of these terms. Kosmic AI LLC reserves the right to take action against users who violate these terms, including suspending or terminating access to the website.

2. User Accounts

2.1 Account Creation

To access certain features of the Kosmic AI LLC website, you must create an account. During the registration process, you agree to provide accurate, current, and complete

information about yourself as prompted by our registration form. You are responsible for maintaining the accuracy of this information and updating it as necessary. By creating an account, you represent and warrant that you are at least 18 years old and are legally capable of entering into binding contracts. You can register as a Buyer, Seller, or Organization:

- **Buyer:** Users who wish to hire content creators and service providers.
- **Seller:** Individuals or entities offering content creation and related services.
- **Organization:** Companies or groups that can act both as buyers and sellers, managing multiple members and services.

2.2 User Responsibilities

You are responsible for safeguarding your account information, including your username and password. You agree to notify us immediately of any unauthorized use of your account or any other security breach. Kosmic AI LLC will not be liable for any loss or damage arising from your failure to comply with these requirements. You also agree to use your account for lawful purposes only and to comply with all applicable laws and regulations when using our services. Depending on your account type:

- **Buyers:** Must ensure the accuracy and legality of any job postings and project details.
- **Sellers:** Must deliver services as described, maintaining a high level of professionalism and quality.
- **Organizations:** Must manage their members responsibly, ensuring that all activities comply with these Terms and Conditions.

2.3 Account Security

You are solely responsible for the security of your account and any activity that occurs under your account. You must notify Kosmic AI LLC immediately of any breach of security or unauthorized use of your account. We reserve the right to suspend or terminate your account if we suspect any unauthorized activity or breach of these Terms and Conditions.

3. Services Provided

3.1 Description of Services

Kosmic AI LLC offers a variety of services designed to help users create, manage, and market content. Our services include, but are not limited to:

- **3.1.1 Marketplace:** A platform where buyers can post jobs and hire sellers and organizations for content creation and related services. Sellers can create profiles, showcase their skills, and submit proposals for jobs.
- **3.1.2 Templates:** A library of customizable templates for various types of videos and projects. Users can browse, use, and edit templates according to their needs. Sellers can also create and sell templates with a price tag or include them in the premium tier.
- **3.1.3 Innovation Lab:** A suite of advanced tools and features for video creation and editing, including:
 - **3.1.3.1 Video Editor:** Comprehensive video editing tools that include a video recorder, audio recorder, screen recorder, teleprompter, basic editing tools, effects, animations, transitions, and captions.
 - **3.1.3.2 Scripts:** A module where users can write a prompt and receive AI-generated scripts to use in their teleprompter for confident recording.
 - **3.1.3.3 AI Videos:** A framework that takes prompts and other essential information from users to create videos using AI technology.
- **3.1.4 Mission Control:** A comprehensive project management tool that includes:
 - **3.1.4.1 Task Manager:** A feature for managing both internal workspace tasks and job tasks from the marketplace. Users can assign, track, and manage tasks efficiently.
 - **3.1.4.2 File Manager:** A tool for organizing and storing files related to projects. Files are stored in projects with directories and subdirectories for raw assets (scripts, recorded videos/pictures, audios) and completed videos or media.

These services are designed to support a wide range of content creation needs and to facilitate collaboration between buyers and sellers. We continually update and enhance our services to provide the best possible experience for our users.

4. Beta Testing Program

4.1 Enrollment in Beta Testing

By participating in the Kosmic AI LLC beta testing program, you agree to these additional terms. Enrollment in the beta testing program is voluntary and may require you to provide additional information. You acknowledge that your participation is for the purpose of evaluating and providing feedback on the beta features and functionalities.

4.2 User Responsibilities

As a beta tester, you agree to actively test the beta features, provide timely and accurate feedback, and report any issues or bugs you encounter. You also agree not to share any information about the beta features with others outside of the beta testing program, including any screenshots, videos, or written descriptions, unless expressly permitted by Kosmic AI LLC.

4.3 Feedback and Reporting

Your feedback is invaluable to us. By providing feedback, you grant Kosmic AI LLC the right to use, modify, and incorporate your feedback into our services without any compensation to you. You agree that Kosmic AI LLC may contact you regarding your feedback.

4.4 Confidentiality

You agree to keep all information related to the beta testing program confidential. This includes any non-public information about new features, updates, or improvements that you may encounter during your participation. You must not disclose this information to any third party without the explicit written consent of Kosmic AI LLC.

5. Affiliate Program

5.1 Enrollment in Affiliate Program

By participating in the Kosmic AI LLC affiliate program, you agree to these additional terms. Enrollment in the affiliate program requires you to provide accurate and complete information during the registration process. You will be given a unique referral link to share with potential new users.

5.2 User Responsibilities

As an affiliate, you agree to promote Kosmic AI LLC in a legal and ethical manner. You must not engage in any deceptive, fraudulent, or misleading marketing practices. Affiliates are responsible for ensuring that their referral activities comply with all applicable laws and regulations. You must not use your referral link for any unauthorized purpose.

5.3 Commission and Payment

Affiliates will earn a commission for each new user who signs up and meets the criteria specified by Kosmic AI LLC. The commission structure and payment terms will be provided to you upon acceptance into the program. Commissions will be paid out based on the schedule and method specified by Kosmic AI LLC. Kosmic AI LLC reserves the right to adjust the commission structure and payment terms at any time with prior notice.

5.4 Prohibited Activities

Affiliates must not engage in any activities that could harm the reputation of Kosmic AI LLC or its services. Prohibited activities include, but are not limited to, spamming, using misleading or false advertising, and infringing on the intellectual property rights of others. Affiliates found engaging in prohibited activities will be removed from the program and forfeit any earned commissions.

6. Use of the Website

6.1 Eligibility

You must be at least 18 years old to use our website and join the waitlist. This ensures that users are of legal age to enter into binding agreements and understand the implications of their actions. By using our website, you represent and warrant that you meet these eligibility requirements.

6.2 License to Use

We grant you a limited, non-exclusive, non-transferable license to access and use the website for personal, non-commercial purposes. This license allows you to utilize our services without transferring any ownership rights. Any misuse of this license, including unauthorized commercial use, can result in the termination of access. You agree not to:

- Modify, copy, distribute, or create derivative works based on the website content
- Use the website for any unlawful purpose or in violation of these Terms and Conditions
- Access or attempt to access any other user's account or data without permission
- Introduce any viruses, malware, or other harmful code into the website

7. Prohibited Activities

7.1 List of Prohibited Activities

You agree not to use the website for any unlawful purpose or to engage in any activity that could harm the website, its users, or services facilitated by Trustap. Prohibited activities include, but are not limited to:

- Hacking, introducing viruses, or any other malicious activity intended to disrupt or damage the website or its services.
- Using the website to promote illegal activities or to share content that is unlawful, defamatory, harassing, abusive, or otherwise objectionable.
- Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.
- Engaging in spamming, phishing, or other deceptive practices to solicit or collect personal information from other users.

- Using automated means, such as bots or scripts, to access, scrape, or index the website or its content without our express permission.
- Posting or transmitting any unsolicited advertising, promotional materials, or other forms of solicitation, including junk mail, spam, and chain letters.
- Attempting to gain unauthorized access to any part of the website, other users' accounts, or any computer systems or networks connected to the website.
- Engaging in any activity that interferes with the proper functioning of the website or the services provided, including overloading, flooding, or crashing the website.
- Violating any applicable local, state, national, or international laws or regulations in connection with your use of the website.

Engaging in any of these prohibited activities can lead to immediate suspension or termination of your account and may result in legal action. Kosmic AI LLC reserves the right to take appropriate action to protect the website, its users, and its services from any harmful or unlawful activity.

8. User-Generated Content

8.1 Posting Content

Users, including individual users and organizations, may post content on our platform, such as reviews, feedback, and other materials (collectively, "User-Generated Content"). By posting content, you represent and warrant that you have the necessary rights to share this content and that it does not violate any laws or infringe on the rights of any third party. You agree not to post content that is unlawful, defamatory, harassing, abusive, obscene, or otherwise objectionable.

8.2 Granting License to Kosmic AI LLC

By posting User-Generated Content, you grant Kosmic AI LLC a non-exclusive, royalty-free, perpetual, irrevocable, and worldwide license to use, reproduce, modify, publish, translate, distribute, perform, and display such content in any media and for any purpose. This license includes the right for Kosmic AI LLC to make the content available to other

companies, organizations, or individuals who partner with Kosmic AI LLC for the provision of services and to use such content in connection with the provision of those services.

8.3 Intellectual Property Rights

You retain any ownership rights you have in your User-Generated Content. However, by posting content on the platform, you grant Kosmic AI LLC the right to use your content as described in this section without any further compensation or obligation to you. Kosmic AI LLC does not claim ownership of User-Generated Content and respects your rights to your content.

8.4 Content Guidelines

All User-Generated Content must comply with the following guidelines:

- Content must not be illegal, defamatory, harassing, abusive, obscene, or otherwise objectionable.
- Content must not infringe on the intellectual property rights of any third party.
- Content must not contain viruses, malware, or other harmful components.
- Content must not be spam, junk mail, or unsolicited advertising.
- Content must be relevant and appropriate for the platform.

8.5 Right to Remove or Modify Content

Kosmic AI LLC reserves the right to remove or modify any User-Generated Content that violates these Terms and Conditions or is otherwise objectionable at our sole discretion. Users are encouraged to report any content they believe violates our policies. Our moderation team works diligently to review and address reported content promptly, ensuring compliance with our community standards.

9. Content Moderation

9.1 Right to Remove or Modify Content

Kosmic AI LLC reserves the right, but has no obligation, to monitor, review, and remove any User-Generated Content at our discretion and without prior notice. This helps maintain a safe and respectful environment for all users. We may remove content that:

- Violates these Terms and Conditions.
- Is deemed illegal, offensive, defamatory, harassing, abusive, obscene, or otherwise objectionable.
- Infringes on the rights of any third party, including intellectual property rights.
- Contains viruses, malware, or other harmful components.
- Is deemed to be spam, junk mail, or unsolicited advertising.

We also reserve the right to modify User-Generated Content to comply with our guidelines and policies. Users are encouraged to report any content they believe violates our policies. Our moderation team works diligently to review and address reported content promptly, ensuring compliance with our community standards.

10. Third-Party Services

10.1 Links to Third-Party Services

Our website may contain links to third-party websites, services, or resources that are not owned or controlled by Kosmic AI LLC. These links are provided for your convenience and information only. Kosmic AI LLC does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services.

You acknowledge and agree that Kosmic AI LLC is not responsible or liable for:

- The availability or accuracy of such third-party websites or resources.
- The content, products, or services on or available from such websites or resources.
- Any damages or losses caused or alleged to be caused by or in connection with your use of or reliance on any such content, products, or services available on or through any such websites or resources.

We encourage you to review the terms and privacy policies of any third-party websites or services that you visit. Your interactions with these third-party services are governed solely by the terms and conditions of those third parties.

11. Transactions

11.1 Payment Processing

Kosmic AI LLC utilizes two types of payment processing systems:

11.1.1 Platform Payments (via Stripe): Payments for platform-related services, such as subscriptions and other service fees, are processed securely via Stripe. Users, including individual users and organizations, are required to provide accurate and complete payment information when subscribing to our services. Subscription fees are billed in advance on a recurring basis, as specified in the subscription plan. Kosmic AI LLC reserves the right to modify subscription fees with prior notice. We do not offer refunds for platform payments, including subscriptions and other service-related fees.

11.1.2 Marketplace Payments (via Trustap): Payments for marketplace transactions between buyers and sellers, including organizations, are processed securely via Trustap. Trustap provides escrow-like services to secure transactions, ensuring funds are held until both parties fulfill their obligations. Payments are released only after both parties confirm the completion of their contractual obligations. A standard transaction fee is applied, detailed in our Fee Schedule.

11.2 Dispute Resolution

Initial disputes between buyers and sellers in the marketplace will be resolved by Trustap, not Kosmic AI LLC. Both parties, including organizations, are required to provide evidence to Trustap for the resolution process. Trustap will manage the mediation and arbitration processes as follows:

- **Mediation:** Trustap will first attempt to resolve the dispute through mediation. Both parties must present their evidence to Trustap, which will facilitate discussions to

help reach a mutually acceptable resolution. Mediation is aimed at resolving disputes efficiently and amicably.

- **Arbitration:** If mediation fails, the dispute will proceed to binding arbitration, conducted by Trustap. Both the buyer and seller must provide the necessary evidence to Trustap. The decision made by Trustap in the arbitration process will be final and binding on both parties.

By using the Kosmic AI LLC platform, buyers and sellers agree to cooperate fully with Trustap throughout the dispute resolution process and to participate in good faith at all stages. The goal is to find mutually acceptable solutions while minimizing legal costs and disruptions.

11.3 Refund Policy

- **Platform Payments:** Kosmic AI LLC does not offer refunds for platform payments, including subscriptions and other service-related fees. Users, including organizations, may cancel their subscriptions according to the terms specified in their subscription plan, but no refunds will be provided for any unused portion of the subscription period.
- **Marketplace Payments:** Refunds for marketplace transactions are managed by Trustap. Trustap handles all payment disputes, chargebacks, and refunds, ensuring a smooth transaction process. Users, including organizations, should contact Trustap directly for any payment disputes or refund requests. Trustap's policies and procedures govern the handling of these issues. We strive to provide a fair and transparent resolution process for all parties involved, ensuring satisfaction and trust in our services.

12. Disputes with Other Users

12.1 Responsibility for Interactions

You are solely responsible for your interactions with other users of the Kosmic AI LLC platform, including individual users and organizations. Kosmic AI LLC reserves the right, but has no obligation, to monitor disputes between you and other users. Users are

expected to conduct themselves in a professional and respectful manner when interacting with others on the platform.

12.2 Trustap Dispute Resolution

For disputes arising from marketplace transactions, Trustap will handle the dispute resolution process. This includes mediation and arbitration to resolve any issues between buyers and sellers, including organizations. Both parties are required to cooperate fully with Trustap and provide necessary evidence to facilitate the resolution process. Trustap will manage the mediation and arbitration processes as follows:

- **Mediation:** Trustap will first attempt to resolve the dispute through mediation. Both parties must present their evidence to Trustap, which will facilitate discussions to help reach a mutually acceptable resolution. Mediation is aimed at resolving disputes efficiently and amicably.
- **Arbitration:** If mediation fails, the dispute will proceed to binding arbitration, conducted by Trustap. Both the buyer and seller must provide the necessary evidence to Trustap. The decision made by Trustap in the arbitration process will be final and binding on both parties.

12.3 Limitation of Kosmic AI LLC's Liability

Kosmic AI LLC shall not be liable for any interactions or disputes between users, including individual users and organizations. This includes any damages or losses resulting from such interactions. Users acknowledge that Kosmic AI LLC is not responsible for resolving disputes and that Trustap handles all marketplace-related disputes. Kosmic AI LLC disclaims any liability for the actions, omissions, or conduct of users or third parties in connection with the platform.

13. Seller Application Process

13.1 Video Submission Requirement

During the application process for becoming a seller or seller organization on the Kosmic AI LLC platform, you are required to create and submit a video introducing yourself or

your organization, mentioning something about Kosmic, and announcing that you are joining the platform. This video helps us verify your identity and suitability for the platform. By submitting this video, you grant Kosmic AI LLC the right to use it for marketing and promotional purposes.

13.2 Use of Video Submissions for Marketing

Kosmic AI LLC may use your video submission for various marketing and promotional activities. This includes, but is not limited to, showcasing on our website, social media channels, and other marketing materials. By submitting your video, you agree to allow Kosmic AI LLC to use, edit, and distribute the video without any compensation to you. You also acknowledge that Kosmic AI LLC is not obligated to use your video and that we reserve the right to remove or modify any video submissions at our discretion.

13.3 Fast-Track Approval for Paying Organizations

Paying organizations that submit a video as part of their application process may have their seller approval process fast-tracked. This expedited process is designed to quickly verify and onboard organizations that are committed to engaging actively on the platform. By participating in the fast-track approval process, organizations agree to the same terms and conditions outlined for video submissions and use in marketing.

14. Intellectual Property

14.1 Ownership of Content

All content on the Kosmic AI LLC website, including text, graphics, logos, images, software, and any other materials, is the property of Kosmic AI LLC or its licensors and is protected by intellectual property laws. Unauthorized use of this content is prohibited. You may not reproduce, distribute, or create derivative works from any content on the website without our prior written consent.

14.2 Licensing of User Content

By posting User-Generated Content on the Kosmic AI LLC platform, you grant Kosmic AI LLC a non-exclusive, royalty-free, perpetual, irrevocable, and worldwide license to use, reproduce, modify, publish, translate, distribute, perform, and display such content in any media and for any purpose. This license includes the right for Kosmic AI LLC to make the content available to other companies, organizations, or individuals who partner with Kosmic AI LLC for the provision of services and to use such content in connection with the provision of those services.

14.3 Work Product and Deliverables

When a buyer hires a seller or a seller organization on the Kosmic AI LLC platform, the ownership of the work product and deliverables created by the seller or seller organization as part of the project (collectively, "Work Product") is transferred to the buyer upon full payment for the project. The seller or seller organization agrees to assign all rights, title, and interest in and to the Work Product to the buyer, including any intellectual property rights. The seller or seller organization retains no rights to the Work Product, and the buyer is free to use, modify, and distribute the Work Product as they see fit.

14.4 Licensing of Pre-Existing IP

If the Work Product includes any pre-existing intellectual property of the seller or seller organization that is not created specifically for the buyer's project (such as templates, code libraries, or design elements), the seller or seller organization grants the buyer a non-exclusive, royalty-free, perpetual, irrevocable, and worldwide license to use, reproduce, modify, publish, translate, distribute, perform, and display such pre-existing intellectual property as part of the Work Product. This license is granted on the condition that the buyer has paid in full for the project.

14.5 Trademarks

The trademarks, logos, and service marks (collectively, "Trademarks") displayed on the Kosmic AI LLC website are the property of Kosmic AI LLC or their respective owners. You are not permitted to use these Trademarks without the prior written consent of Kosmic AI

LLC or the respective owners. Unauthorized use of any Trademarks displayed on the website may violate trademark laws and result in legal action.

14.6 Third-Party Materials

If the Work Product includes any third-party materials (such as stock images, fonts, or software), the seller or seller organization is responsible for obtaining the necessary licenses or permissions to include such materials in the Work Product. The seller or seller organization must inform the buyer of any third-party materials included in the Work Product and provide documentation of the licenses or permissions obtained. The buyer is responsible for complying with the terms of any third-party licenses or permissions.

15. Limitation of Liability

15.1 General Limitation

To the maximum extent permitted by applicable law, Kosmic AI LLC shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your access to or use of or inability to access or use the website or services.
- Any conduct or content of any third party on the website or services, including without limitation, any defamatory, offensive, or illegal conduct of other users or third parties.
- Any content obtained from the website or services.
- Unauthorized access, use, or alteration of your transmissions or content.

15.2 Specific Exclusions

Kosmic AI LLC shall not be liable for:

- Any errors, mistakes, or inaccuracies of content.
- Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the website or services.

- Any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.
- Any interruption or cessation of transmission to or from the website or services.
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through the website or services by any third party.
- Any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the website or services.

The limitations of liability apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Kosmic AI LLC has been advised of the possibility of such damage.

16. Indemnification

16.1 User Indemnification

You agree to indemnify, defend, and hold harmless Kosmic AI LLC, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) arising out of or related to:

- Your use of the platform.
- Your violation of these Terms and Conditions.
- Your User-Generated Content.
- Your violation of any rights of another, including intellectual property rights.
- Your violation of any applicable laws, rules, or regulations.

This indemnification obligation will survive the termination of your account and these Terms and Conditions.

16.2 Kosmic AI LLC Indemnification

Kosmic AI LLC agrees to indemnify, defend, and hold harmless users from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) arising out of or related to:

- Kosmic AI LLC's gross negligence or willful misconduct.
- Any breach of these Terms and Conditions by Kosmic AI LLC.

This indemnification obligation will survive the termination of your account and these Terms and Conditions.

17. Termination

17.1 Termination by User

You may terminate your account at any time by following the instructions on the platform. Upon termination, you must cease all use of the platform and delete any copies of the platform materials in your possession. Termination of your account does not relieve you of any obligations to pay any outstanding fees or charges.

17.2 Termination by Kosmic AI LLC

Kosmic AI LLC may terminate or suspend your account and access to the platform at any time, with or without cause, and with or without notice, effective immediately. Reasons for termination may include, but are not limited to:

- Your breach of these Terms and Conditions.
- Your violation of any applicable laws, rules, or regulations.
- Conduct that Kosmic AI LLC determines to be harmful to other users, the platform, or Kosmic AI LLC's interests.

17.3 Effects of Termination

Upon termination of your account, your right to use the platform will immediately cease. All provisions of these Terms and Conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions,

warranty disclaimers, indemnity, and limitations of liability. Kosmic AI LLC will not be liable to you or any third party for any termination of your access to the platform.

18. Governing Law and Jurisdiction

18.1 Governing Law

These Terms and Conditions and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law principles. This choice of law ensures a uniform interpretation of the terms across all users and clarifies the legal framework governing the platform.

18.2 Jurisdiction

You agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Delaware to resolve any dispute or claim arising from these Terms and Conditions. This agreement to jurisdiction ensures that any legal actions are taken in a predictable and agreed-upon forum, providing clarity and reducing the potential for jurisdictional disputes. You waive any jurisdictional, venue, or inconvenient forum objections to such courts.

19. Changes to the Terms

19.1 Notification of Changes

Kosmic AI LLC reserves the right to update, modify, or replace any part of these Terms and Conditions at any time. When we make changes, we will provide notice to users by updating the "Last Updated" date at the top of this page and, where feasible, by providing additional notice through our platform or via email. Users are encouraged to review the Terms and Conditions periodically to stay informed of any updates.

19.2 Effective Date

All changes to these Terms and Conditions will be effective immediately upon posting on the website, unless otherwise specified. Your continued use of the platform after any changes have been posted constitutes your acceptance of the new terms. If you do not agree to the revised Terms and Conditions, you must stop using the platform and close your account.

20. Miscellaneous

20.1 Entire Agreement

These Terms and Conditions, along with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and Kosmic AI LLC regarding the use of the platform. This agreement supersedes and replaces any prior or contemporaneous understandings, agreements, or communications, whether written or oral, regarding the subject matter. No other terms and conditions, agreements, or representations apply to your use of the platform unless expressly agreed upon in writing by Kosmic AI LLC.

20.2 Severability

If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms and Conditions will remain in full force and effect. The invalid, illegal, or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This ensures that the overall intent and purpose of the agreement are preserved.

20.3 Waiver

The failure of Kosmic AI LLC to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by an authorized representative of Kosmic AI LLC. This clause ensures that rights and provisions remain enforceable even if not immediately acted upon.

20.4 Assignment

You may not assign or transfer any of your rights or obligations under these Terms and Conditions without the prior written consent of Kosmic AI LLC. Kosmic AI LLC may assign or transfer its rights and obligations under these Terms and Conditions without restriction. This ensures that the agreement binds and benefits the parties and their respective successors and assigns.

20.5 Headings

The headings used in these Terms and Conditions are included for convenience only and will not limit or otherwise affect these Terms and Conditions. They are meant to provide clarity and structure but do not influence the interpretation or enforceability of the provisions.

20.6 Notices

All notices or other communications required or permitted to be given under these Terms and Conditions will be in writing and delivered to Kosmic AI LLC at its principal place of business or to the user's provided contact information. Notices will be deemed given when received by the other party. This provision ensures proper communication channels are maintained for official correspondence.

20.7 Relationship of Parties

Nothing in these Terms and Conditions shall be construed to create a partnership, joint venture, employment, or agency relationship between you and Kosmic AI LLC. Each party is an independent contractor and not an agent or employee of the other party.

20.8 Force Majeure

Kosmic AI LLC will not be liable for any failure or delay in performance under these Terms and Conditions due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, labor disputes, pandemics, government regulations, or other causes beyond its reasonable control.

20.9 Governing Language

These Terms and Conditions are drafted in the English language. If these Terms and Conditions are translated into any other language, the English language version will prevail in the event of any conflict or discrepancy.