
cosmos GmbH Website General Terms & Conditions

Version 1.0. – 07.04.2025

1 Scope

These website terms and conditions ("**Website Terms**") apply to the usage of the website <https://cosmos.one/> and any affiliated sites, digital services, or applications on which a link to these Website Terms appears (together the "**Website**") operated by cosmos GmbH, Dolivostraße 17, 64293 Darmstadt, Germany ("**cosmos**"). By accessing the Website, you ("**User**", "**you**") accept these Website Terms.

If you do not agree to these Website Terms, you shall not visit, use, or access the Website. These Website Terms incorporate by reference cosmos' privacy policy ("**Privacy Policy**") which can be found here: <https://cosmos.one/privacy-policy>.

cosmos reserves the right to change these Website Terms at any time, and by using this Website you are expected to review such Website Terms on a regular basis.

2 Restrictions

In addition to other restrictions set forth in these Website Terms, you are expressly restricted from all of the following:

- Copying, reproducing, modifying, selling, sublicensing, and/or otherwise commercializing any part of the Website or the content thereon, whether licensed by us or otherwise;
- Removing, altering, bypassing, or interfering with any copyright, trademark or other proprietary notices marked on the Website or the content contained thereon;
- Using this Website in any way that is, or may be, damaging to this Website or cosmos' services;
- Using this Website in any way that impacts visitors' access to this Website or cosmos' services;
- Using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
- Introducing viruses, worms, Trojan horses or other malware or software agents, whether harmful or not;

- Engaging in any data mining, data harvesting, data extracting, scraping, or any other similar activity in relation to this Website, or while using this Website;
- Accessing the Website via any automated system, including, without limitation, spiders, offline readers, robots etc., or taking any action that may impose an unreasonable load on our infrastructure;
- Using the Website to collect any personally identifiable information, including but not limited to contact information;
- Bypassing the measures that we may use to prevent or restrict access to or use of the Website, including by hacking into secured areas of the Website, circumventing any geo-blocking mechanisms or otherwise;
- Attempting to reverse engineer any part of the Website, derive the source code, or create any derivative works or materials of any kind using the content available on the Website.

3 No Offer

Unless explicitly stated otherwise on this Website, any reference to goods and services is for informational purposes only and does not constitute an offer to buy or sell any goods or services.

4 No Warranty & No Liability

The Website, together with all content, data, information and materials contained therein, is provided 'as is' and 'as available', without warranties or representations of any kind. The Website may contain statements that constitute "forward looking statements". cosmos is under no obligation to update or alter its forward-looking statements whether as a result of new information, future events, or otherwise and makes no warranty regarding the accuracy of such statements.

To the extent permitted by applicable law, the liability of cosmos or its affiliates, or any of its directors, employees, contractors, service providers or agents is excluded.

You agree to fully indemnify cosmos from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Website Terms.

5 Intellectual Property

cosmos and its licensors own and retain all right, title, and interest in all information and content (including all text, data, graphics and logos) on the Website. You shall not, without limitation, modify, copy, transmit, distribute, display, perform, reproduce, publish, license, frame, create derivative works from, transfer or otherwise use in any other way, whether in whole or in part, any information, text, graphics, images, video clips, directories, databases, data, listings or software obtained from the Website for commercial or public purposes, without our prior written permission. Systematic retrieval

of content from the Website for any purpose is prohibited without our prior written permission is strictly prohibited.

You are granted a limited license only, subject to the restrictions provided in these Website Terms, for the purposes of viewing, using, and accessing this Website.

6 Links

This Website may contain third party content or links to third party websites. We do not assume any responsibility for and do not make any warranties or representations as to, any third-party content or websites, including but not limited to, the accuracy, subject matter, quality or timeliness.

7 Severability

If any provision of these Website Terms (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain mutatis mutandis in full force and effect.

8 Conflict with Additional Terms

Certain web pages or areas on the Website may contain additional terms. In case of a conflict between these Website Terms and any such additional terms, the additional terms shall prevail.

9 Governing Law & Jurisdiction

These Website Terms, and all claims or causes of action that may be based upon, arise out of or relate to these Website Terms shall be governed by and construed in accordance with the substantive laws of Germany, excluding its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The ordinary court at the seat of cosmos has exclusive jurisdiction for all disputes arising from or in connection with the Terms.