
cosmos General Terms & Conditions

1 Scope

These terms and conditions ("**Terms**") apply to the access to, and the use of marketing and software-as-a-service services and related services (together the "**Services**"), agreed upon by the parties, or otherwise available on <https://cosmos.one/> or related sub-domains such as <https://join.cosmos.one/>, offered by cosmos GmbH, Dolivostraße 17, 64293 Darmstadt, Germany ("**cosmos**").

To access or use the Services, you ("**Customer**") have to agree to these Terms. If the Customer does not agree to these Terms, the Customer may not use or access the Services. These Terms, together with the Data Protection Agreement and all other referenced documents, form a legally binding agreement ("**Agreement**") between cosmos and the Customer.

2 Description of & Access to the Services

cosmos provides software-as-a-service platform with various features, including but not limited to knowledge database on marketing and brand strategy and ready-made workflows within the Services. The Customer may need to register an account to access and use all or part of the Services.

The Customer:

- must provide accurate, current, and complete information during registration and keep their account information up-to-date. Accounts registered by bots or automated methods are not authorized and will be terminated;
- is responsible for maintaining the confidentiality and security of their account credentials and may not disclose their credentials to any third party;
- is responsible and liable for activities conducted through any of their accounts and must immediately notify cosmos if there is any suspicion that their credentials have been lost, stolen, or their account is otherwise compromised.

3 Rights & Obligations of cosmos

cosmos will provide the Customer with the Services as agreed in the Agreement.

cosmos:

- makes the Services available to the Customer and uses reasonable care and skill in the performance of the Services and in keeping the Services free from viruses and other malicious software programs;

- regularly carries out maintenance or improvements to the Services and its infrastructure, but does not guarantee that the Services will function without any interruption or disruption. The Customer acknowledges that this may result in temporary delays and interruption from time to time. Where reasonably possible, cosmos will inform the Customer about potential interruptions in advance;
- provides the Customer with reasonable support during cosmos' business hours;
- guarantees an availability of the Services of at least 98% during 24 hours for 365 days a year. Downtime (e.g. for maintenance) announced by cosmos reasonably in advance will not be counted towards the minimum availability;
- may subcontract third parties for all its obligations under these Terms. cosmos is liable to the Customer for its subcontractors and ensures that subcontractors are bound to appropriate confidentiality and data protection obligations;
- is permitted and possibly required by law to suspend access to the Services or the Customer's account based upon reasonable determination of the occurrence or potential for occurrence of illegal or wrongful activity, fraudulent use or attempted fraudulent activity. In case of a suspension, the Customer remains liable for all charges and fees incurred during the suspension period.

cosmos reserves a right to ask the Customer to provide feedback through forms, questionnaires, and polls in order to improve their Services ("**Feedback**"). cosmos may use, or not use, any such Feedback, without any obligation, whether financial or otherwise, to the Customer. The Customer assigns all rights (including but not limited to intellectual property rights), title, and interest in the Feedback to cosmos and acknowledges it has no claim in relation to the Feedback, whether the Feedback was voluntarily given to cosmos or explicitly asked for.

4 Rights & Obligations of the Customer

The Customer agrees to use the Services in compliance with the Agreement and all legal and moral obligations applicable in the territory where they are located.

The Customer is obliged to cooperate in the performance of this Agreement to the necessary extent free of charge. The Customer is obliged to provide cosmos with all necessary information, documents, materials, access, software, data, as well as competent staff, and anything else reasonably required for the provision of Services. Furthermore, the Customer is obliged to inform cosmos immediately if errors or faults occur and to support cosmos in the analysis and, if necessary, in the elimination of errors and faults to the extent required.

If the provision of Services under this Agreement is delayed and/or suspended due to the Customer's failure to comply with his duty to cooperate or due to other circumstances for which the Customer is responsible, the Customer shall bear the disadvantages and additional costs incurred.

The Customer must immediately inform cosmos of all circumstances within its sphere that might endanger or may be relevant to the providing the Services and all misuses or suspicions of misuse of the Services.

The Customer may not:

- circumvent or attempt to circumvent any security protection of the Services;
- use the Services in unlawful or fraudulent ways or for any unlawful or fraudulent purpose or effect;
- access the Services via any automated system or take any action that may impose an unreasonable load on cosmos' infrastructure;
- bypass the measures that cosmos may use to prevent or restrict access to or use of the Services.

The Customer agrees it will not, unless with cosmos' prior written permission:

- try to decompile or reverse engineer the Services or any part of it, or derive the source code;
- copy, modify, distribute, reproduce, translate, disassemble or use in any other way any information, text, graphics, images, software obtained from the Services, or any other part of the Services;
- create derivative works based on the whole or any part of the Services or any content available on the Services.

5 Fees & Payment

The Customer must pay the subscription fees via the payment methods made available by cosmos.

Services are subject to the following payment schedule:

- All flat fees are payable in advance;
- All subscription fees are charged on a monthly basis, and are payable in advance for the upcoming agreed period;
- Consulting and other separately agreed services are subject to cosmos' standard hourly rates, and such services are payable monthly, at the end of the month for the preceding month.

Invoices are due within 14 days. Late payments result in an interest rate of 5% p.a.

If not explicitly stated otherwise, all fees are in EUR and excluding VAT and other applicable taxes.

cosmos may change its fees from time to time. Any price changes will apply no earlier than 30 days following notice to the Customer.

In case the Customer does not pay the applicable fees as agreed between the parties and after notice of non-payment, cosmos reserves the right to limit or suspend access to the Services. In case of a

suspension, the Customer remains liable for all charges and fees incurred during the suspension period.

Any right to set off, retain, deduct, counterclaim and/or withhold any payments due under the Agreement vis-à-vis cosmos is hereby expressly waived and excluded.

Except where prohibited by law, all fees are non-refundable.

6 Intellectual property

Each party retains all rights, titles, and interests to its own intellectual property, including all copyrights, inventions, trademarks, designs, domain names, know-how, trade secrets, data and other intangible property rights ("**Intellectual Property Rights**"). All Intellectual Property Rights in the Services or any part of it remain vested in cosmos.

Where applicable and only to the extent necessary, each party grants the other party a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to the Intellectual Property Rights required to access and use the Services and/or fulfil the Agreement.

The Customer grants cosmos the non-revocable right to access and use the data generated by the use of the Services for internal purposes, such as research and development and the improvement of the Services. For external purposes, cosmos may use such data solely in anonymized and aggregated form.

The Services may contain open-source components. Such components are subject to the respective license.

7 Term & Termination

The Agreement between the parties remains in full force and effect until its termination by either party.

Either party may terminate the Agreement at any time with immediate effect if the other party is in material breach of the Agreement and fails to remedy this violation within 10 days after a notice. This includes in particular Customer's failure to pay on time or the start of insolvency procedures against the other party.

In all other cases, either party may terminate at any time with effect at the end of a subscription period.

Termination does not affect any rights, obligations, or liabilities of either party that have accrued before or are intended to stay effective beyond termination.

8 Liability & Indemnity

cosmos is fully liable to the Customer for damages resulting from cosmos' gross negligence or wilful misconduct.

In all other cases, cosmos' liability under the Agreement is excluded to the maximum extent permitted under applicable law.

Neither party may recover from the other party, regardless of the legal reason, any amount with respect to loss of profit, data, or goodwill, or any consequential, incidental, indirect, punitive, or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

cosmos will not be held liable for inaccuracy or incompleteness of the Services, or the incompatibility of the Services with any specific objectives that the Customer is hoping to achieve.

Neither party shall be liable for any failure to perform its obligations under this Agreement (other than payment obligations) caused by circumstances beyond the parties' reasonable control (force majeure).

The Customer agrees to indemnify, and hold cosmos harmless from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (i) breach of this Agreement or any legal regulation by the Customer, its employees or other persons acting on behalf of the Customer; (ii) any breach of Customer's representations and warranties set forth in the Agreement; (iii) Customer's violation of the rights of a third party.

9 Warranties & Representations

The Customer acknowledges that the Services are provided "as is" and "as available", and cosmos makes no warranties or representations of any kind related to the Services or the information and materials contained thereon.

cosmos does not guarantee that the Services are error-free and will function without any interruption or disruption. cosmos may at its own discretion carry out maintenance or improvements to the Services and its infrastructure, and the Customer acknowledges that this may result in temporary delays and interruptions from time to time. Where reasonably possible, cosmos will inform the Customer about potential interruptions in advance. Any further warranty is excluded.

10 Confidentiality & Data protection

10.1 Confidentiality

The parties may disclose to each other confidential information ("**Confidential Information**"). Confidential Information includes, without limitation, any information which is marked as confidential such as organization information, customer databases, functionalities and features of the Services, or information which has otherwise been indicated as being confidential or could reasonably be deemed confidential and attributable to the Customer or cosmos.

Publicly available or accessible information, information lawfully and unrestrictedly received or independently developed by the receiving party, is not considered confidential.

Each party undertakes to protect all confidential information that becomes accessible or known based on the Terms. This confidentiality obligation remains in force even after the termination of the Agreement. cosmos and the Customer may further define their duties regarding confidentiality in a non-disclosure agreement, in which case the provisions of the non-disclosure agreement prevail.

10.2 Data protection

cosmos collects and processes personal data as described in its Privacy Policy available at <https://cosmos.one/privacy-policy>. cosmos protects the collected personal data by means of appropriate technical and organizational measures and in accordance with the data protection legislation applicable in Switzerland, UK and the European Union.

The Customer authorizes cosmos to use, process, and store relevant data for the performance of the Agreement and to use anonymized data to improve its services or for analysis purposes.

The parties will further define their duties regarding data protection in a data processing agreement, and in case of discrepancies, the provisions of the data processing agreement shall prevail.

11 Marketing & Newsletters

The Customer entitles cosmos to use the Customer's name, logo, and a brief description of the services provided for advertising purposes on cosmos' website and other marketing or investment materials. Any other use requires the prior consent of the other party.

By signing up for cosmos' newsletter, the Customer agrees that cosmos may contact them and inform them about updates on the Services and new products from time to time. The Customer can at any time unsubscribe from the contact list by sending an email to support@cosmos.one.

12 Changes to the Services & to the Terms

cosmos may amend the Terms, including the applicable fees, from time to time at its sole discretion by publishing an updated version of the Terms on cosmos' website. Where possible, cosmos will electronically notify the Customer of any material changes to the Terms. The Customer should check the Terms regularly and only use the Services upon acceptance of the changes to the Terms. The Customer's continued use of the Services following any amendments indicates acceptance of the changes to the Terms.

cosmos constantly develops and improves its Services and may modify or either temporarily or permanently stop providing the offered Services or any part of it at its sole discretion. In case of material changes to the Services, i.e., changes significantly altering the nature and scope of the Services provided to the Customer according to the Agreement, cosmos will notify the Customers that are directly affected by such changes, and where reasonably possible.

If the Customer disagrees with the material change to the Services or Terms (including changes of the respective fees), the Customer may terminate the Agreement within 1 month from cosmos' notice where applicable, otherwise from the publication of the respective change. Such termination is effective from the date the changes take effect or the delivery date of the termination notice if occurred after the changes took effect.

13 Miscellaneous

Entire Agreement: The Agreement constitutes the entire agreement between cosmos and the Customer, and supersedes all prior agreements, between the parties relating to the subject matter of the Agreement.

Any deviation from the Terms not anticipated by the Terms requires an explicit reference to the altered clause of the Terms. General terms and conditions of the Customer are excluded unless they have been expressly accepted by cosmos.

Notices: Notices must be given in writing, including e-mail, and need to be communicated:

- **To cosmos' attention:** via email to: support@cosmos.one;
- **To Customer's attention:** by publishing on the Services or where explicitly agreed between the Parties via email to the last e-mail address provided for this purpose by the Customer. It is the Customer's responsibility to keep provided contact information current.

No Assignment: The Customer may not assign any of its rights, obligations, or claims under the Agreement without the previous consent of cosmos .

Severability: If any provision of the Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain in full force and effect.

Language: These Terms are available in more than one language version. In case of discrepancy between the English version of these Terms and any translated version, the English version prevails.

Governing Law & Jurisdiction: These Terms, and all claims or causes of action that may be based upon, arise out of or relate to these 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.

Links: The Services may contain third-party content or links to third-party websites. cosmos does not assume any responsibility for and does 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.