

The Cosmic Services Terms of Service

Last Revised: June 8th, 2020. Effective Date: November 13, 2018.

These Terms of Service (“Terms”) apply to your access to and use of the CosmicPvP, CosmicPrisons, CosmicSky, and CosmicClient services (collectively, the “Cosmic Services” or “Services”) provided by Poofless LP, Poofless Gaming LP, and Poofless Sky LP (“we,” “us,” or “our”). By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use our Services.

Please take a look at our Privacy Policy (available at cosmicpvp.com, cosmicprisons.com, and cosmicsky.com). It explains how we collect, use, and share information about you when you access or use the Cosmic Services. When you submit information to or through the Services, you consent to the collection and processing of your information as described in our Privacy Policy.

Changes to these Terms

We may make changes to these Terms from time to time. If we make changes, we will post the revised Terms, with a notification, and update the dates above. By continuing to access or use the Services on or after the Effective Date of the revised Terms, you agree to be bound by the revised Terms. If you do not agree to the revised Terms, you must stop accessing and using our Services before the changes become effective.

Age Requirements

Children under the age of 13 are not allowed to create an account or use the Cosmic Services. In addition, portions of our Services require you to be older than 13 years of age, so read all notices and any Additional Terms carefully when you access the Services.

Your Account and Account Security

To use certain features of the Services, you may be required to create an account (an “Account”) and provide us with a username, password, and certain other information. You are solely responsible for the information associated with your Account and anything that happens related to your Account. You must maintain the security of your Account and promptly notify us if you discover or suspect that someone has accessed your Account without your permission. We recommend that you use a strong password that is used only with the Services.

You may not license, sell, or transfer your Account without our prior written approval. You do not own your Account and transferring an Account or access is prohibited.

We may withdraw or amend the Services, and any related service or content, or restrict access (including by means of cancellation, termination, or modification, or suspension of your Account) without notice and without liability to you. Additionally, due to your

geographic location, the Services or some of their features, services, or content may be unavailable to you.

Intellectual Property Rights

Except as provided below, you must not copy, modify, create derivative works of, publicly display, publicly perform, republish, or transmit any of the material obtained through the Services, or delete, or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services. However, if you are otherwise in compliance with these Terms, you are permitted to use, elsewhere and on other websites, an unaltered copy of portions of the content that is publicly available on the Services for the limited, non-commercial purpose of discussing such content.

You must not reproduce, sell, or exploit for any commercial purposes any part of the Services, access to the Services or use of the Services or any services or materials available through the Services.

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Service. You agree not to access or use the Services for any purpose that is illegal or, in our sole judgment, beyond the scope of the Services' intended use.

User Contributions

The Cosmic Services contain various forums and other interactive features that allow you to post, submit, publish, display, or transmit to us, other users, and the general public ("Post") content or materials ("User Contributions") on or through the Services.

All User Contributions must comply with the following content standards: User Contributions must not be illegal, fraudulent, deceptive, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable, and must not consist of or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam."

Any User Contribution that you Post will be considered non-confidential and non-proprietary, and you grant us a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Contribution throughout the world in any media; however, we will only share information that you provide in accordance with our Privacy Policy (available at cosmicpvp.com, cosmicprisons.com, and cosmicsky.com).

You represent and warrant that you own or otherwise control all of the rights to the User Contributions that you Post at the time of Posting; that the User Contributions are accurate and not fraudulent or deceptive; and that the User Contributions do not violate these

Terms or the rights (intellectual property rights or otherwise) of any third party, and will not cause injury to any person or entity. You understand that your User Contributions may be copied by other Services users and discussed on and outside of the Services, and if you do not have the right to submit User Contributions for such use, it may subject you to liability. We take no responsibility and assume no liability for any content Posted by you or any third party.

We have the right, but not the obligation, to monitor and edit or remove any User Contributions. We also have the right to terminate your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms.

Third-Party Content and Payments

The Services may contain links to third-party websites or services, which may be posted by our affiliates, partners, service providers, or other users ("Third-Party Content"). Third-Party Content is not under our control, and we are not responsible for any of their websites or services. Your use of Third-Party Content is at your own risk and you should make any investigation you feel necessary before proceeding with any transaction in connection with such Third-Party Content.

There are no fees for use of many aspects of the Services. However, some products or services may be available for purchase on the Services. We use third-party service providers (e.g., [Tebex](#) and [PayPal](#)) to process your payment information when you purchase such products or services. Please refer to the applicable processor's terms and privacy policy for more information about how your payment information is processed and stored. After you make a purchase, our third-party service provider will then inform us about your purchase so that we may provide you with the product or service you selected.

DMCA and Copyright

We will respond to legitimate requests under the Digital Millennium Copyright Act ("DMCA"), and we retain the right to remove user content on the Cosmic Services that we deem to be infringing the copyright of others. If you become aware of user content on the Services that infringes your copyright rights, you may submit a properly formatted DMCA request to our Copyright Agent at:

Copyright Agent
Claudine Jackson
201 Main Street, Suite 1350
Fort Worth, Texas 76102
817-386-1188
claudine.jackson@phelps.com

Please send our Copyright Agent the following information:

1. The physical or electronic signature of the owner of the copyright or the person authorized to act on the owner's behalf;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Your name, address, telephone number, and email address;
5. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Your right to file a counter-notice

If we remove your user content in response to a copyright or trademark notice, we will notify you via our private messaging system or through email. If you believe your user content was wrongly removed due to a mistake or misidentification of the material, you can send a counter-notice to our Copyright Agent (at the contact above) that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and where the material was located online before it was removed or access to it was disabled;
3. A statement by you, under penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of federal district court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which the service provider may be found, and that you will accept service of process

from the person who provided notification under 17 U.S.C. 512(c)(1)(c) or an agent of such person.

Upon receipt, we will forward your counter-notice to the complaining party and tell them we will restore your content within 10 business days. If that party does not notify us that they have filed an action to enjoin your use of that content on the Cosmic Services before that period passes, we will consider restoring your user content to the Services.

It is our policy to close the accounts of users we identify as repeat infringers. We apply this policy at our discretion and in appropriate circumstances, such as when a user has repeatedly been charged with infringing the copyrights or other intellectual property rights of others.

Disclaimers

THE COSMIC SERVICES ARE PROVIDED "AS IS" AND ALL USE IS AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES AND LIABILITIES OF POOFLESS, LLC, WHETHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) IMPLIED WARRANTY OF NON-INFRINGEMENT; AND (C) CLAIM IN TORT. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE ACCESSIBLE WITHOUT INTERRUPTION OR THAT THE SERVICES, ANY MATERIALS ON THE SERVICES, OR THE SERVER THAT MAKES THE SERVERS AVAILABLE ARE FREE FROM ERRORS, DEFECTS, DESIGN FLAWS OR OMISSIONS OR FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability and Indemnity

To the extent permitted by applicable law, in no event will we be liable, whether in contract, warranty, tort, product liability, strict liability or other theory, to you or any other person or entity for any damages (including, without limitation, any indirect, incidental, special or consequential damages) arising out of or in connection with any use of, inability to use or results of use of the Cosmic Services, even if we or our representative have been advised of the possibility of such damages. You agree to defend and indemnify us, our partners, affiliates, and service providers against and from any third-party claims, liabilities, losses, injuries, damages, costs or expenses incurred by us arising out of or from your use of the Services. We reserve the right to control the defense of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

Governing Law and Dispute Resolution

Any dispute or claim by you arising out of or related to these Terms (“Claim”) shall be governed by Texas law without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, a Claim shall be instituted exclusively in the federal courts of the United States or the state district courts of Tarrant County, Texas, in either case located in Fort Worth, Texas. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Additional Terms

Because we offer a variety of services, you may be asked to agree to additional terms before using a specific product or service we offer (“Additional Terms”). To the extent any Additional Terms conflict with these Terms, the Additional Terms govern with respect to your use of the corresponding service.

Termination

You may terminate these Terms at any time and for any reason by deleting your Account and discontinuing your use of the Services.

We may suspend or terminate your Account or your ability to access or use the Services at any time for any or no reason, including for a violation of these Terms.

Miscellaneous

These Terms constitute the entire agreement between you and us regarding your access to and use of the Services. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. If any provision of these Terms is, for any reason, held to be illegal, invalid or unenforceable, the rest of the Terms will remain in effect. You may not assign or transfer any of your rights or obligations under these Terms without our consent. We may freely assign these Terms.

Contact Us

We want you to enjoy the Cosmic Services, so please contact us with any feedback, questions, or concerns by emailing us at terms@cosmic.games .