

TERMS OF USE

Last Updated: November 8, 2024

This agreement applies as between you, the User of the Application and Cosmoshark LLC, the owner(s) of this Application. Your agreement to comply with and be legally bound by these terms and conditions is deemed to occur upon your first use of the Application. By accessing or using the Application you represent and warrant that you have read and understood these Terms of Use and will abide by them. If you do not agree to these Terms and Conditions, you should stop using the Application immediately.

Definitions and Interpretation

In this Agreement the following terms shall have the following meanings

«Content» means any Capp, graphics, images and any other form of information forms part in this Application;

«Service» means collectively any online facilities, tools, services or information that Cosmoshark LLC, makes available through the Application either now or in the future;

«User» / «Users» means any third party that accesses the Application and is not employed by Cosmoshark LLC and acting in the course of their employment;

«Application» means the iPhone / iPad application «Capp» developed by Cosmoshark LLC and its associated web site.

The Services are provided by Cosmoshark LLC for ENTERTAINMENT PURPOSES ONLY. No liability will be accepted by any member of Cosmoshark LLC team for any actions taken resulting from a reading or information provided nor any consequences of such action which may or may not arise from the results.

Cosmoshark LLC makes no warranty that the Service offered on the App will meet your requirements or will be uninterrupted, timely, secure or free of bugs, or that the Service is fully functional and accurate.

1. Privacy

Use of the Application is also governed by our privacy policy which is incorporated into these Terms and Conditions by this reference. To view the Privacy Policy, please click on the link above.

2. Third-Party Engagements and Interactions

Capp by no means bears any responsibility for the user-submitted content to any Third Party Site though the content might be associated with Capp and bear any visual and/or graphic reference.

3. Disclaimers

Cosmoshark LLC makes no warranty or representation that the Application will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.

4. Availability of the Application

We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Cosmoshark LLC accepts no liability for any disruption or non-availability of the Application resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

5. Changes

We may revise these Terms of Use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

6. Subscription fees and payment

1. The App is free to download. However, certain features of the Service are offered on a subscription basis for a fee. You will pay an App Store the applicable fees (and any related taxes) as they become due.
2. To the maximum extent permitted by applicable laws, we may change subscription fees at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on or through the App. If you do not wish to pay the new fees, you can cancel the applicable subscription prior to the change going into effect.
3. You authorize the App Stores to charge the applicable fees to the payment card that you submit.
4. By signing up for certain subscriptions, you agree that your subscription may be automatically renewed. Unless you cancel your subscription you authorize the App Stores to charge you for the renewal term. The period of auto-renewal will be the same as your initial subscription period unless otherwise disclosed to you on the Service. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional and discount pricing, unless we notify you of a rate change prior to your auto-renewal. You must cancel your subscription in accordance with the cancellation

procedures disclosed to you for the particular subscription. We will not refund fees that may have accrued to your account and will not prorate fees for a canceled subscription.

5. We may offer a free trial subscription for the Service. Free trial provides you access to the Service for a period of time, with details specified when you sign up for the offer. Unless you cancel 24 hours before the end of the free trial, or unless otherwise stated, your access to the Service will automatically continue and you will be billed the applicable fees for the Service. We may send you a reminder when your free trial is about to end, but we do not guarantee any such notifications. It is ultimately your responsibility to know when the free trial will end. We reserve the right, in our absolute discretion, to modify or terminate any free trial offer, your access to the Service during the free trial, or any of these terms without notice and with no liability. We reserve the right to limit your ability to take advantage of multiple free trials.
6. The Service and your rights to use it expire at the end of the paid period of your subscription. If you do not pay the fees or charges due, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Service (and may do so without notice).
7. Subscriptions purchased via an App Store are subject to such App Store's refund policies. This means we cannot grant refunds. You will have to contact an App Store support.

7. Copyrights

The content of the app is the sole property of its authors and is intended for informational purposes only. Commercial use of the app's content is strictly prohibited. Cosmoshark LLC is not responsible for the use of content created in the app.

8. Notices

All notices / communications shall be given to us by email: support@cosmoshark.org