

TERMS OF USE

1. Introduction

Welcome to the website of **KOS INC.** (“Company,” “we,” “us,” or “our”). These **Terms of Use** (“Terms”) govern your access to and use of our website, content, and services (collectively, the “Website”).

By using the Website, you acknowledge that you have read, understood, and agree to be legally bound by these Terms and our Privacy Policy. If you do not agree, you should immediately discontinue use of the Website.

2. Company Information

KOS INC.

Stanford Research Park
3000 El Camino Real, Suite 3-120
Palo Alto, CA 94306, United States

Legal Contact Email: jdavis@hdrbb.com

3. Acceptance of Terms

By accessing or using our Website, you:

- Confirm that you are at least 18 years of age or have obtained parental consent if under 18.
- Agree to use the Website only for lawful purposes and in compliance with these Terms.
- Understand that these Terms constitute a binding agreement between you and KOS INC.

We reserve the right to modify or update these Terms at any time without prior notice. Continued use of the Website after updates indicates your acceptance of the revised Terms.

4. Permitted Use of the Website

You agree not to:

- Use the Website for any fraudulent, unlawful, or malicious activities.
- Access or collect data from the Website without authorization, including automated scraping.
- Disrupt, damage, or interfere with the Website’s operation or security.
- Violate any copyrights, trademarks, patents, or intellectual property belonging to KOS INC.

Failure to comply with these Terms may result in termination of your access to the Website and potential legal action.

5. Intellectual Property Rights

- The Website and its content (including text, logos, images, software, and data) are owned by KOS INC. and protected under U.S. copyright, trademark, and intellectual property laws.
- You may not copy, reproduce, distribute, modify, or create derivative works from any Website content without prior written consent from KOS INC.

- Unauthorized use of our intellectual property may result in legal action.

6. User Content & Reviews

- Users may submit reviews, comments, or feedback about our services.
- By submitting content, you grant KOS INC. a non-exclusive, royalty-free, worldwide, irrevocable license to use, display, and distribute your content.
- KOS INC. does not remove or restrict lawful consumer reviews, in compliance with California Civil Code §1670.8.

7. Third-Party Links & Services

- The Website may contain links to third-party websites.
- KOS INC. does not endorse, control, or assume responsibility for third-party content, privacy policies, or business practices.
- If you access a third-party website through our Website, you do so at your own risk.

8. Privacy & Data Protection

- KOS INC. complies with California privacy laws, including the California Consumer Privacy Act (CCPA).
- Users have the right to:
 - Know what personal data is collected.
 - Request deletion of their personal information.
 - Opt-out of data sales (if applicable).
 - Appoint an authorized agent to exercise these rights on their behalf.
- For more details, please review our Privacy Policy.

9. Disclaimer of Warranties

- The Website and its content are provided “as is” and “as available” without any warranties, express or implied.
- KOS INC. makes no representations or guarantees regarding:
 - The accuracy or completeness of Website content.
 - Continuous, error-free, or secure operation of the Website.
 - The availability of any products, services, or features.

10. Limitation of Liability

To the maximum extent permitted by California law, KOS INC. shall not be liable for:

- Indirect, incidental, punitive, or consequential damages, including lost profits, data breaches, or business interruptions.
- Personal injury, property damage, or technical malfunctions related to the Website.
- Any security breaches beyond our reasonable control.

In any case, our total liability shall not exceed the amount you paid (if any) for use of our Website or services.

11. Governing Law & Dispute Resolution

- These Terms are governed by and interpreted in accordance with California law.
- Any disputes shall be resolved exclusively in the courts of Santa Clara County, California.
- By using the Website, you waive any right to class-action lawsuits against KOS INC.

12. Indemnification

You agree to indemnify and hold harmless KOS INC., its officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses arising from:

- Your use or misuse of the Website.
- Your violation of these Terms or any applicable law.
- Your infringement of intellectual property rights.

13. Termination of Access

- We reserve the right to terminate or suspend your access to the Website without notice if you violate these Terms.
- KOS INC. is not liable for any damages resulting from such termination.

14. Updates & Changes to These Terms

We may update or modify these Terms at any time.

- Changes will be posted on this page with the latest revision date.
- Continued use of the Website after updates means you accept the revised Terms.

15. Contact Information

For any inquiries regarding these Terms, you may contact us at:

Legal Contact Email: jdavis@hdrbb.com

Jeffrey S. Davis, Esq.

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