

INFINITE ATOM TECHNOLOGIES LLC

Disclaimer of Warranties & Limitation of Liability

Standalone Liability Framework

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PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS AND LIMITATIONS ON INFINITE ATOM'S LIABILITY. BY USING THE PLATFORM, YOU AGREE TO THESE TERMS.

// 1. PURPOSE

This document provides a standalone, comprehensive statement of Infinite Atom Technologies LLC's disclaimer of warranties and limitation of liability. These terms are incorporated by reference into the Terms of Service, Partner Terms of Service, and all other platform agreements. In the event of any conflict between this document and any other platform policy regarding warranties and liability, the most protective terms for Infinite Atom Technologies LLC shall apply.

// 2. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INFINITE ATOM TECHNOLOGIES LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY
- IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE
- IMPLIED WARRANTIES OF TITLE AND NON-INFRINGEMENT
- WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE
- WARRANTIES THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS
- WARRANTIES THAT THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE
- WARRANTIES REGARDING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY CONTENT
- WARRANTIES REGARDING RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM
- WARRANTIES REGARDING ANY GOODS OR SERVICES LISTED, SOLD, OR PROMOTED BY PARTNERS
- WARRANTIES REGARDING EVENT LISTINGS, DATES, LOCATIONS, OR CONDITIONS
- WARRANTIES REGARDING AI-GENERATED CONTENT OR ATOM AI OUTPUT

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK.

// 3. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INFINITE ATOM TECHNOLOGIES LLC, ITS MEMBERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS, OR SUCCESSORS BE LIABLE FOR ANY:

- INDIRECT DAMAGES
- INCIDENTAL DAMAGES
- SPECIAL DAMAGES
- CONSEQUENTIAL DAMAGES
- PUNITIVE DAMAGES
- EXEMPLARY DAMAGES
- LOSS OF PROFITS
- LOSS OF REVENUE
- LOSS OF DATA
- LOSS OF GOODWILL
- LOSS OF BUSINESS OPPORTUNITY
- COST OF SUBSTITUTE GOODS OR SERVICES

ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PLATFORM, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF INFINITE ATOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

// 4. LIABILITY CAP

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INFINITE ATOM TECHNOLOGIES LLC'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO YOUR USE OF THE PLATFORM SHALL NOT EXCEED THE GREATER OF:

- (A) THE TOTAL FEES PAID BY YOU TO INFINITE ATOM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR
- (B) ONE HUNDRED DOLLARS (\$100.00 USD)

THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE.

// 5. SPECIFIC DISCLAIMERS

5.1 Partner Products & Services

Infinite Atom Technologies LLC is a marketplace platform. We are not the seller, manufacturer, designer, or provider of any product or service listed by partners on the Platform. We make no warranty regarding the quality, safety, legality, accuracy, or fitness for purpose of any partner product or service. Your transactions with partners are solely between you and that partner.

5.2 Event Listings

Event listings on the Atomic Makers Network map are submitted by community members, partners, and automated scraping systems. Infinite Atom makes no warranty regarding the accuracy, completeness, safety, or legality of any listed event. We are not responsible for conditions at events, event cancellations, organizer conduct, or any harm resulting from attendance at a listed event.

5.3 AI Output

Atom AI and COSMO are AI-powered tools. AI output may be inaccurate, incomplete, biased, or inappropriate for your specific situation. Infinite Atom makes no warranty regarding the accuracy, fitness for purpose, or legal

compliance of any AI-generated content or recommendation. Do not rely on AI output for legal, financial, medical, or safety-critical decisions without independent verification.

5.4 Third-Party Services

The Platform integrates third-party services including Stripe, Supabase, and Cloudflare. Infinite Atom is not responsible for the performance, availability, security, or actions of any third-party service. Your use of third-party services is governed by their respective terms and policies.

5.5 Platform Availability

Infinite Atom does not guarantee continuous, uninterrupted availability of the Platform. The Platform may be unavailable due to maintenance, infrastructure issues, third-party service outages, or events beyond our control. Downtime does not entitle users to compensation except as specifically described in the Refund and Cancellation Policy.

5.6 User Content

Infinite Atom is not liable for content posted by users, partners, or event organizers. We are not the publisher or speaker of user-generated content. Under 47 U.S.C. Section 230, we are not liable for content created by third parties on the Platform.

// 6. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Infinite Atom Technologies LLC and its members, officers, employees, agents, and successors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys fees and court costs) arising from:

- Your use of or access to the Platform
- Your violation of these Terms or any platform policy
- Your violation of any third-party rights including intellectual property rights
- Content you submit to the Platform
- Your products or services listed on the Platform
- Your participation in any event listed on the Platform
- Your conduct toward other users, partners, customers, or event organizers
- Any false warranty or representation you made in connection with the Platform

This indemnification obligation survives termination of your account and any other platform agreements.

// 7. FORCE MAJEURE

Infinite Atom Technologies LLC is not liable for any failure to perform its obligations under any platform agreement resulting from circumstances beyond its reasonable control, including but not limited to natural disasters, acts of government, internet infrastructure failures, third-party service outages, cyberattacks, pandemics, or any other event that could not reasonably have been anticipated or prevented. Obligations are suspended during the force majeure event and resume when the event ends.

// 8. ESSENTIAL BASIS

The disclaimers and limitations of liability in this document reflect a reasonable and fair allocation of risk between you and Infinite Atom. They are an essential element of the basis of the bargain between the parties. Infinite Atom would not provide the Platform or its services without these limitations.

// 9. APPLICABLE LAW EXCEPTIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation of certain damages. In such jurisdictions, the above disclaimers and limitations apply to the maximum extent permitted by applicable law. If any portion of this document is found unenforceable, the remaining portions continue in full force and effect.

// CROSS-REFERENCE

This policy is part of Infinite Atom Technologies LLC's comprehensive legal framework. It should be read in conjunction with the Terms of Service, Privacy Policy, Acceptable Use Policy, Partner Terms of Service, DMCA Policy, and all other platform policies. All policies are incorporated by reference into each other. The full legal framework is available at infinite-atom.com/terms and from infiniteatomtech@gmail.com.

// MODIFICATIONS

Infinite Atom Technologies LLC reserves the right to update this policy at any time. Material changes will be communicated to registered users with a minimum of 14 days written notice before taking effect. Continued use of the Platform after the effective date of changes constitutes acceptance of the updated policy.

// GOVERNING LAW & ARBITRATION

This policy is governed by the laws of the State of Ohio. Any disputes arising from or related to this policy are subject to binding arbitration in Fairfield County, Ohio as described in the Terms of Service. Class action waiver applies.

// CONTACT

For questions about this policy: infiniteatomtech@gmail.com

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