

AquaNota Terms of Service

AquaNota, Inc. — All Rights Reserved

Effective Date: 01 June 2026 | aquanota.ai | outreach@aquanota.ai

These Terms of Service ("Terms") govern your access to and use of AquaNota's websites, applications, APIs, watermarking tools, monitoring tools, detection systems, evidence-record tools, reports, dashboards, and related services ("Services"). By creating an account, accessing the platform, using the Services, starting a trial, purchasing a subscription, or clicking "I agree," you agree to these Terms. If you are using the Services on behalf of an organization, you represent that you have authority to bind that organization.

1. The AquaNota Services

AquaNota provides tools for content attribution, watermark embedding, watermark detection, public-source monitoring, evidence record generation, and related content-authenticity workflows. The Services include:

- Watermark Lab — tools to embed, test, detect, and evaluate watermark signals in images, video, audio, or other media.
- Watchdog Monitoring — directed monitoring of public or user-authorized sources to identify suspected unauthorized use of customer-owned media.
- Case Management — dashboards and workflows for reviewing suspected matches, detection history, evidence records, and potential enforcement actions.
- Evidence Records — structured outputs describing detection results, timestamps, source URLs, screenshots, metadata, confidence scores, and related investigation information.
- APIs and Integrations — programmatic access to embedding, detection, monitoring, and reporting features.

AquaNota does not provide legal advice. Any reports, scores, detections, or evidence records are technical outputs only and should be reviewed by you, your counsel, or other qualified professionals before you take legal, enforcement, business, or public action.

2. Eligibility and Accounts

You may use the Services only if you are at least 18 years old and able to enter into a binding contract. You are responsible for maintaining the confidentiality of your account credentials and for all activity under your account. You must promptly notify AquaNota of any unauthorized use or suspected security issue. You agree that all information you provide to AquaNota is accurate, complete, and up to date.

3. Customer Content

"Customer Content" means any images, videos, audio files, text, metadata, watermarks, identifiers, URLs, files, datasets, evidence materials, or other materials that you upload, submit, transmit, or make available to AquaNota. You retain ownership of your Customer Content. You grant AquaNota a limited, non-exclusive, worldwide, royalty-free license to host, process, analyze, transform, reproduce, display, and use Customer Content solely to provide,

secure, improve, troubleshoot, and support the Services, and as otherwise permitted by these Terms. You represent and warrant that:

- You own or have sufficient rights to submit Customer Content to AquaNota.
- You have all necessary rights to request watermarking, detection, monitoring, or analysis of the submitted content.
- Your use of the Services will not violate copyright, privacy, publicity, contract, confidentiality, platform terms, or other rights of any third party.
- You will not submit unlawful, harmful, infringing, or unauthorized material.

4. Monitoring and Public-Source Detection

AquaNota may help you monitor public websites, social platforms, marketplaces, search results, or other sources for suspected uses of your protected content. You acknowledge that:

- AquaNota may not be able to search every relevant source.
- Third-party platforms may restrict access, rate-limit requests, alter content, remove content, or block automated access.
- Public-source monitoring may rely on third-party data providers, APIs, search tools, scraping vendors, browser automation, user-submitted URLs, or customer-authorized sources.
- Search coverage, availability, accuracy, and latency may vary.
- AquaNota may decline to monitor particular sources if doing so creates legal, technical, security, operational, or platform-compliance concerns.

You are responsible for ensuring that any sources, accounts, credentials, watchlists, targets, or instructions you provide are lawful and authorized. AquaNota may use transient copies, thumbnails, screenshots, metadata, embeddings, fingerprints, feature vectors, or other technical artifacts as needed to provide the Services. AquaNota's intended operating model is to minimize unnecessary retention of non-matching candidate materials where commercially and technically reasonable.

5. Detection Results and Confidence Scores

AquaNota's detection systems may use watermark detection, fingerprinting, computer vision, machine learning, metadata analysis, similarity analysis, source matching, or other technical methods. You understand that detection systems are probabilistic and may produce false positives, false negatives, incomplete results, or ambiguous outputs. AquaNota does not guarantee that:

- Any watermark will be imperceptible, tamper-proof, unremovable, or detectable in all circumstances.
- Any detection result proves copyright infringement.
- Any evidence record will be admissible in court or sufficient for legal enforcement.
- All unauthorized uses of your content will be found.
- All detected uses are unauthorized.
- A third-party platform, marketplace, court, opposing party, or rights-management provider will accept AquaNota's outputs.

You are responsible for reviewing results before sending takedown notices, legal demands, public accusations, invoices, licensing requests, or other enforcement communications.

6. Evidence Records

AquaNota may generate evidence records that include technical detections, source URLs, timestamps, screenshots, detected marks, confidence scores, similarity scores, chain-of-custody metadata, hashes, notes, and other investigation materials. Evidence records are provided "as is" for informational, operational, and internal review purposes. AquaNota does not guarantee legal sufficiency, admissibility, completeness, or outcome. You agree not to alter evidence records in a misleading way or represent AquaNota's technical findings as a legal judgment.

7. Acceptable Use

You may not use the Services to:

- Violate any law, regulation, court order, platform rule, contract, or third-party right.
- Upload or process content you do not own or have authority to analyze.
- Monitor private, restricted, hacked, paywalled, or unauthorized sources without permission.
- Circumvent access controls, authentication, CAPTCHAs, rate limits, robots controls, security systems, or technical restrictions, except where expressly authorized by law and approved by AquaNota in writing.
- Harass, stalk, dox, defame, threaten, or intimidate any person.
- Generate knowingly false infringement claims, takedown notices, licensing demands, or legal threats.
- Use detection outputs to mislead platforms, courts, marketplaces, customers, or the public.
- Reverse engineer, copy, scrape, benchmark, or attack AquaNota's models, APIs, watermarking methods, or infrastructure, except as allowed by law or written agreement.
- Interfere with, overload, probe, scan, or disrupt the Services.
- Use the Services to build a competing product or service.
- Remove, attack, weaken, obscure, or help others evade AquaNota watermarks, except for authorized security testing agreed to in writing.
- Submit malware, spyware, illegal content, exploit code, or harmful data.
- Use the Services for high-risk decisions where failure could lead to death, bodily harm, unlawful deprivation of rights, or other severe consequences.

AquaNota may suspend or terminate accounts that violate this section.

8. Third-Party Services

The Services may rely on or integrate with third-party services, including cloud providers, payment processors, analytics providers, content delivery networks, image-search providers, scraping/data vendors, social platforms, marketplaces, APIs, authentication providers, and communication tools. AquaNota is not responsible for third-party services, third-party content, third-party platform availability, third-party terms, or changes made by third parties. Your use of third-party services may be subject to separate terms and privacy policies.

9. Subscriptions, Trials, Billing, and Cancellation

Some Services may be offered through free trials, monthly subscriptions, annual subscriptions, usage-based plans, enterprise agreements, or paid add-ons. By purchasing a paid plan, you authorize AquaNota or its payment processor to charge your payment method for applicable fees, taxes, and renewal charges.

Unless otherwise stated at checkout or in an order form, subscriptions automatically renew until canceled. Before charging for an automatically renewing subscription, AquaNota will present material renewal terms, pricing, billing frequency, cancellation instructions, and any trial conversion terms.

You may cancel through your account settings or billing portal. Cancellation takes effect at the end of the then-current billing period unless otherwise stated. Fees are non-refundable except as required by law or expressly stated in an order form. AquaNota may change pricing or plan features with notice as required by law. Continued use after the effective date of a pricing change constitutes acceptance of the change.

10. Enterprise Orders

If you enter into a separate written order form, master services agreement, pilot agreement, data processing agreement, or enterprise license with AquaNota, that written agreement controls to the extent it conflicts with these Terms. Enterprise plans may include custom limits, service levels, support commitments, data retention terms, security commitments, API access, dedicated infrastructure, or professional services.

11. Intellectual Property

AquaNota and its licensors own all rights, title, and interest in the Services, including software, models, algorithms, APIs, interfaces, workflows, watermarking methods, detection systems, databases, documentation, reports, templates, trademarks, trade secrets, know-how, and other technology. Except for the limited rights expressly granted to you, no rights are transferred to you. You may not copy, modify, distribute, sell, lease, sublicense, reverse engineer, decompile, disassemble, or create derivative works from the Services except as expressly allowed by these Terms or applicable law.

12. Feedback

If you provide suggestions, ideas, bug reports, feature requests, or other feedback, you grant AquaNota a perpetual, irrevocable, worldwide, royalty-free license to use that feedback without restriction or compensation.

13. Confidentiality

If you receive non-public information from AquaNota, including technical documentation, pricing, security information, product plans, benchmark results, API details, watermarking methods, or business information, you agree to protect it using reasonable care and not disclose it except as authorized. AquaNota will likewise use reasonable care to protect non-public Customer Content and account information, subject to these Terms, the Privacy Policy, and any applicable enterprise agreement.

14. Privacy and Data Protection

AquaNota's collection and use of personal information is governed by its Privacy Policy. You are responsible for ensuring that your use of the Services complies with applicable privacy, data protection, biometric, publicity, surveillance, employment, consumer protection, and communications laws. If you submit personal information, images of identifiable individuals, account credentials, customer lists, watchlists, or other regulated data, you represent that you have all necessary rights, consents, notices, and lawful bases to do so. AquaNota may offer a Data Processing Addendum for enterprise customers where required.

15. Security

AquaNota will use commercially reasonable administrative, technical, and organizational measures designed to protect the Services and Customer Content. However, no system is perfectly secure. You are responsible for configuring your account securely, maintaining credential confidentiality, managing user permissions, and promptly

reporting suspected security issues. You may not conduct penetration testing, vulnerability scanning, scraping, load testing, or security research against AquaNota systems without prior written authorization.

16. Beta Features

AquaNota may offer beta, preview, experimental, pilot, or evaluation features. These features may be incomplete, unsupported, inaccurate, unavailable, or changed without notice. Beta features are provided "as is" and may be subject to additional terms.

17. DMCA and Copyright Complaints

AquaNota respects intellectual property rights. If you believe content hosted on AquaNota's Services infringes your copyright, you may send a notice to AquaNota's designated copyright agent:

Designated Agent: Avery Abrams, Esq.

Address: 5124 5th Ave. Pittsburgh, PA

Email: outreach@aquanota.ai

Phone: +1 (412) 370-6857

A compliant DMCA notice must include: (i) a physical or electronic signature of the copyright owner or authorized agent; (ii) identification of the copyrighted work claimed to be infringed; (iii) identification of the allegedly infringing material and information reasonably sufficient to locate it; (iv) your contact information; (v) a statement of good-faith belief that the use is unauthorized; and (vi) a statement under penalty of perjury that the information is accurate and that you are authorized to act on behalf of the copyright owner.

AquaNota may remove or disable access to allegedly infringing material and may terminate repeat infringers where appropriate. This section is for copyright complaints regarding material hosted by AquaNota — it is not a substitute for legal advice about infringement detected on third-party websites.

18. Takedown and Enforcement Assistance

AquaNota may offer tools, templates, referrals, or professional services related to takedown requests, licensing outreach, infringement documentation, or case preparation. Unless expressly agreed in writing, AquaNota does not act as your lawyer, agent, collections representative, enforcement authority, or legal representative. You are solely responsible for the content, accuracy, legality, and consequences of any takedown notice, demand letter, licensing communication, invoice, settlement request, platform report, or legal action you send.

19. Service Availability and Changes

AquaNota may modify, suspend, discontinue, or limit any part of the Services at any time. AquaNota may impose usage limits, storage limits, rate limits, source limits, file-size limits, or API limits. AquaNota is not liable for downtime, loss of access, third-party outages, model changes, monitoring gaps, unavailable sources, or changes in detection performance, except as expressly provided in an enterprise agreement.

AquaNota reserves the right to change subscription pricing at any time, with at least 30 days' written notice to existing subscribers. Price changes take effect at the start of your next billing cycle following the notice period. Continued use of the Services after a price change constitutes acceptance of the new pricing.

20. Termination

You may stop using the Services at any time. AquaNota may suspend or terminate your access if: (i) you violate these Terms; (ii) you fail to pay fees; (iii) your use creates legal, security, operational, reputational, or technical risk; (iv) AquaNota is required to do so by law, court order, platform rule, or third-party provider; or (v) your account is inactive for an extended period. Upon termination, your right to access the Services ends. Provisions that by their nature should survive termination will survive, including ownership, fees, confidentiality, disclaimers, limitations of liability, indemnity, and dispute resolution.

21. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, AQUANOTA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, SECURITY, AND UNINTERRUPTED OPERATION. AQUANOTA DOES NOT WARRANT THAT THE SERVICES WILL DETECT ALL UNAUTHORIZED USES, PREVENT INFRINGEMENT, PROVE OWNERSHIP, WITHSTAND ALL ATTACKS, GENERATE LEGALLY SUFFICIENT EVIDENCE, OR PRODUCE ERROR-FREE OUTPUTS.

22. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AQUANOTA WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, LOST GOODWILL, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR LEGAL EXPENSES ARISING FROM YOUR USE OF THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AQUANOTA'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES WILL NOT EXCEED THE GREATER OF: (i) AMOUNTS YOU PAID TO AQUANOTA FOR THE SERVICES IN THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY; OR (ii) \$100. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS, SO SOME LIMITATIONS MAY NOT APPLY TO YOU.

23. Indemnification

You agree to defend, indemnify, and hold harmless AquaNota and its officers, directors, employees, contractors, agents, affiliates, licensors, and providers from any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from: (i) your Customer Content; (ii) your use or misuse of the Services; (iii) your violation of these Terms; (iv) your violation of law or third-party rights; (v) your takedown notices, licensing demands, enforcement actions, or public statements; (vi) your unauthorized monitoring, scraping, or analysis instructions; or (vii) any dispute about ownership, authorization, infringement, privacy, publicity, or consent relating to content you submit or monitor.

24. Governing Law

These Terms are governed by the laws of the State of Pennsylvania, without regard to conflict-of-law principles.

25. Dispute Resolution

Before filing a claim, you and AquaNota agree to try to resolve disputes informally by contacting outreach@aquanota.ai. If the dispute is not resolved within 30 days, either party may proceed as permitted below.

Any dispute will be brought exclusively in the state or federal courts located in Allegheny County, Pennsylvania, and each party consents to personal jurisdiction there.

26. Changes to These Terms

AquaNota may update these Terms from time to time. If changes are material, AquaNota will provide notice through the Services, by email, or by other reasonable means. Your continued use of the Services after changes become effective means you accept the updated Terms.

27. Contact

AquaNota, Inc.

5124 5th Ave. Pittsburgh, PA

outreach@aquanota.ai