

## **Ocean.io Master Subscription Services Agreement (API + Web App)**

**Effective Date:** [Date of Acceptance or Quote Signature]

**Parties:** This Agreement is entered into by and between Ocean Global Inc., a Delaware, United States, corporation ("Ocean.io"), and the customer identified in the applicable Quote or who creates a valid Ocean.io account ("Customer").

**Scope of Agreement:** This Agreement applies to all users of Ocean.io Services, including those accessing the Services through free, trial, or paid plans. By creating an Ocean.io account or using the Services, Customer agrees to be bound by this Agreement regardless of payment status.

## **1. Definitions**

**Ocean.io Services:** refers to the services provided by Ocean.io, including both API and Web App access to Ocean.io data and functionality.

**User Account:** a unique login tied to a specific individual authorized to access Ocean.io's services.

**Result:** means an individual company or person record.

**Lookalike Company Result:** means a company-level record.

**Lookalike Person Result:** means a person-level record.

**Contact Reveal:** means the disclosure of a contact's professional email address, LinkedIn profile, and/or business phone number.

**Customer Search & Compiled Data:** means user-generated queries and compiled result sets created within Ocean.io's services.

**AI Logic:** means proprietary artificial intelligence models, algorithms, data structures, and related technologies developed by Ocean.io.

**Output Data:** means any data returned by Ocean.io's Services, including but not limited to company or contact data.

**Third Party Services:** means optional third-party tools, integrations, or authentication systems that the Customer may choose to connect to Ocean.io Services. Ocean.io is not responsible for any third-party service or its data practices.

**Quote:** means the signed pricing and service summary provided by Ocean.io and accepted by the Customer, which governs commercial terms for API deals.

**Subscription Term:** means the duration of the Customer's authorized access to Ocean.io Services, as specified in the Quote or account setup.

**Confidential Information:** means all non-public, proprietary, or business information disclosed by one party to the other, whether orally or in writing, that is designated as confidential or would reasonably be understood as confidential under the circumstances.

**Beta Services:** means any Ocean.io features, products, or services labeled as beta, early access, or evaluation-only, which may be incomplete, unsupported, or subject to change.

## 2. Scope and Structure

This Agreement governs use of Ocean.io Services. Only the sections applicable to the Customer's purchased or used service(s) apply.

**For signed API deals:** the API Subscription Services Agreement governs all API-specific commercial and legal terms and is incorporated herein by reference.

## Part A – Terms Applicable to All Services

### 3. Confidentiality

Each party will protect the other's Confidential Information using reasonable care and may use it only for purposes of this Agreement. Disclosure is limited to employees or contractors under similar obligations, or as required by law.

### 4. Acceptable Use and Restrictions

Customer agrees not to:

- Use bots, scrapers, or automated extraction tools
- Reverse engineer, decompile, or probe security features
- Upload malware or introduce security vulnerabilities
- Resell the Services or use them to operate a service bureau
- Misrepresent identity or impersonate other users
- Violate the intellectual property rights of Ocean.io or third parties.

Ocean.io may immediately suspend access to any account in violation of this section, and reserves the right to investigate and quarantine suspected abuse or security threats.

### 5. Intellectual Property Ownership

Ocean.io retains all rights, title, and interest in and to its software, platform, data, models, algorithms, and any improvements or derivative works thereof, including all associated intellectual property rights.

Customer retains all rights in any data it provides to Ocean.io (“Customer Data”). Ocean.io does not claim ownership of Customer Data but may use it solely to provide and improve the services in accordance with this Agreement and applicable law.

Subject to the terms and conditions of this Agreement, Customer is granted a revocable, limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Ocean.io services and any outputs generated therefrom solely for Customer’s internal business purposes during the term of this Agreement. Customer may share such outputs with its professional advisors, auditors, and clients as reasonably necessary in the ordinary course of business, provided that such third parties are bound by confidentiality obligations no less protective than those in this Agreement.

## **6. Feedback and Brand Usage**

Ocean.io may use suggestions or feedback provided by Customer without restriction or compensation. Customer may not use Ocean.io’s name, logos, or trademarks without prior written permission and acquires no rights in them through use of the Services.

## **7. Data Privacy and Usage**

Ocean.io may process Customer personal data based on legitimate interest under applicable law to deliver and improve its Services. Usage data may be aggregated and anonymized. More details are provided in Ocean.io’s Privacy Policy.

## **8. Marketing Communications & Analytics**

Ocean.io may use cookies, device logs, and analytics tools to improve the Services and enhance user experience. Aggregated usage data may be used for internal analysis and product development.

Customers may opt out of non-essential marketing or promotional email communications at any time using the opt-out mechanism provided in such emails. However, essential service communications—including account notices, security alerts, and critical product updates—are required for continued access to the Services. If a Customer opts out of essential communications, Ocean.io may suspend or terminate the Customer’s account.

## **9. Third Party Services**

Customer may choose to connect Ocean.io Services with third-party tools or integrations. Ocean.io is not responsible for the functionality, security, or legality of any third-party services. Customer is solely responsible for ensuring that its use of such services complies with applicable law and any third-party terms.

## 10. Warranties & Disclaimers

All services are provided "as is." Ocean.io disclaims warranties except where prohibited by law.

## 11. Liability

Ocean.io's liability is limited to the lesser of: (a) fees paid by Customer in the twelve (12) months preceding the claim, or (b) USD 5,000. Neither party is liable for indirect, incidental, or consequential damages.

## 12. Beta Services

Beta Services may be offered at Ocean.io's discretion with no Service Level Agreement, no guarantee of continued availability, and no commitment to support. Customer uses such services at its own risk.

## 13. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Delaware, United States, without regard to its conflict of law principles.

Except for (a) claims where a party seeks injunctive or other equitable relief for actual or threatened infringement or misappropriation of intellectual property rights, (b) claims for emergency or interim relief, or (c) claims eligible for resolution in small claims court, any dispute arising out of or relating to this Agreement shall be resolved as follows:

1. **Mediation** – The parties will first attempt in good faith to resolve the dispute through non-binding mediation conducted remotely (e.g., via video conference) under the JAMS Mediation Procedures. Mediation must be initiated within 45 days of a written request by either party, and if it does not result in resolution within 60 days of initiation, either party may proceed to arbitration.
2. **Arbitration** – If mediation does not resolve the dispute, the matter will be submitted to final and binding arbitration administered by JAMS in accordance with its Streamlined Arbitration Rules & Procedures. The arbitration will be conducted by a single arbitrator. Unless otherwise agreed, the arbitration will be conducted remotely; if an in-person hearing is required, the default location shall be New York, NY. Discovery will be limited to the exchange of relevant, non-privileged documents unless the arbitrator determines that additional discovery is necessary for a fair resolution.

The arbitrator may award monetary damages or other relief as permitted by law, but shall not award punitive or exemplary damages except to the extent required by applicable law. Each party will bear its own attorneys' fees and costs unless the arbitrator determines that allocation is appropriate under the circumstances or required by applicable law.

For any disputes excluded from this dispute resolution process, the parties agree to the exclusive jurisdiction and venue of the state and federal courts located in Delaware.

## **Part B – Additional Terms for Web Application**

### **14. Fair Use and Service Suspension**

Customer agrees not to:

- Automate or script interactions with the Web App
- Circumvent credit consumption or fair use limits
- Host or distribute malware, spam, or illegal content

Ocean.io may suspend access for any breach of this section, and reserves the right to disable accounts or remove content as needed to ensure platform integrity.

### **15. Access and Use**

Customer may create accounts and invite users to the Ocean.io Web Application. Access is governed by monthly or annual billing based on usage tier.

### **16. User Login Rules**

Each User Account must be assigned to a unique individual. Sharing credentials is prohibited. Reassignment is permitted, but pooled/shared usage is not. Customer is responsible for all activity under its users' accounts.

### **17. Credit Consumption**

Within the Web App, usage (e.g. lookalike generation, contact reveals) consumes credits. Unused credits roll over month to month during an active subscription. If the Customer cancels and later resumes a subscription, previously unused credits are not reinstated.

For yearly subscriptions, the full annual credit allotment is available from day one, but unused credits do not carry over into the next term upon renewal.

### **18. Auto-Renewal and Subscription Changes**

Unless otherwise stated, subscriptions auto-renew at the end of each billing term with up to a 4% increase in pricing. Customers may cancel auto-renewal via in-app settings before the renewal date to avoid charges.

### **19. Data Retention on Termination**

Upon cancellation, Ocean.io may delete Customer Search & Compiled Data without further obligation. Customers are responsible for exporting data prior to termination. Ocean.io is not obligated to retain customer-generated data after the Subscription Term ends unless otherwise required to do so by applicable law.

## **20. Termination (Web App)**

Customer may cancel their Web App subscription via account settings. Cancellation stops future billing but does not refund unused credits.

CUSTOMERS CAN CANCEL THEIR SUBSCRIPTION AT ANY TIME, BUT NO REFUNDS OR PRORATED CREDITS WILL BE PROVIDED FOR UNUSED PORTIONS OF A BILLING CYCLE. DOWNGRADES OR CHANGES TO A LOWER-TIER PLAN TAKE EFFECT AT THE NEXT BILLING CYCLE, WITH NO PARTIAL REFUNDS FOR THE CURRENT PERIOD.

Please see our refund policy for additional information:

[https://cdn2.ocean.io/assets/oceanio\\_refund\\_policy\\_2025.pdf](https://cdn2.ocean.io/assets/oceanio_refund_policy_2025.pdf)

## **21. Entire Agreement**

This Agreement (along with any Quote and referenced policies) forms the entire agreement between the parties. In case of conflict, the Quote or the Subscription Services Agreement (for API deals) takes precedence.