ReservoirWave

Terms of Service

Effective Date: March 12, 2026

ReservoirWave ("ReservoirWave," "we," "us") provides the ReservoirWave platform, including related websites, applications, and services (collectively, the "Service"). These Terms of Service (the "Terms") govern your access to and use of the Service.

By accessing or using the Service, you agree to these Terms and our Privacy Policy. If you do not agree, do not use the Service.

If you use the Service on behalf of a company or other organization, you represent that you are authorized to accept these Terms on its behalf, and "you" refers to that organization.

1. Early Access Services

Some features may be labeled early access, preview, experimental, beta, alpha, or similar ("Early Access Services"). Early Access Services are provided for evaluation and feedback and may be changed, suspended, or discontinued at any time.

Early Access Services may be less reliable than generally available features, may contain bugs, and may result in service interruptions or data loss. You are responsible for maintaining backups of your data.

2. Accounts and Security

You may need to register for an account to access parts of the Service. You agree to provide accurate and complete information and keep it up to date.

You are responsible for maintaining the confidentiality of your credentials and for all activity under your account. You must not share login credentials or allow unauthorized access.

3. Acceptable Use

You agree not to:

- Use the Service for unlawful, harmful, or fraudulent activity.
- Interfere with or disrupt the Service, including by probing, scanning, or testing the vulnerability of any system.
- Attempt to gain unauthorized access to the Service or related systems.
- Reverse engineer, decompile, or attempt to extract source code except to the extent such restriction is prohibited by applicable law.
- Use automated means to access or extract data from the Service (e.g., screen scraping) without our prior written permission, except through official APIs or integrations we provide.

We may suspend or restrict access if we reasonably believe you are violating these Terms or creating risk for the Service or other users.

4. Customer Data; Feedback

Customer Data

You retain ownership of the data, files, and other content you submit to the Service ("Customer Data"). You grant ReservoirWave a worldwide, non-exclusive license to host, store, process, transmit, and display Customer Data solely to provide, secure, and maintain the Service, prevent or address service or security issues, and comply with applicable law.

We may use aggregated and de-identified data derived from Customer Data and from your use of the Service to operate, improve, and develop the Service.

You represent that you have all rights necessary to provide Customer Data to the Service and that your Customer Data and your use of the Service comply with applicable laws.

Feedback

If you provide suggestions, ideas, or feedback about the Service, you grant ReservoirWave the right to use that feedback without restriction or compensation.

5. Fees and Billing

Certain parts of the Service may be offered for a fee. Fees, billing terms, and payment methods will be described at checkout, in the Service, or in an order form or subscription agreement between you and ReservoirWave (the "Order Terms"). If these Terms conflict with any Order Terms, the Order Terms will control for that conflict.

Except as required by law or expressly stated in applicable Order Terms, fees are non-refundable and non-cancelable. ReservoirWave may issue refunds or credits in its sole discretion, and any such refund or credit does not create any obligation to do so in the future.

6. Suspension and Termination

You may stop using the Service at any time. If you have paid for access, cancellation and renewal terms are governed by the applicable Order Terms.

We may suspend or terminate your access to the Service (including Early Access Services) at any time if you violate these Terms or if we reasonably believe suspension or termination is necessary to protect the Service, ReservoirWave, or others.

Upon termination, your right to use the Service ends. We may delete your Customer Data after termination, subject to any retention periods described in applicable Order Terms or required by law.

7. Intellectual Property

ReservoirWave and its licensors retain all right, title, and interest in and to the Service, including all related software, designs, trademarks, and other intellectual property. Except for the limited rights expressly granted in these Terms, no rights are granted to you.

8. Disclaimers

To the maximum extent permitted by law, the Service (including Early Access Services) is provided "as is" and "as available" without warranties of any kind, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising out of course of dealing or usage of trade.

The Service may provide analytics, forecasts, or other outputs. These outputs are estimates and for informational purposes only. You are responsible for evaluating the suitability of the Service and verifying outputs for your use case.

9. Limitation of Liability

To the maximum extent permitted by law, ReservoirWave will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenues, data, goodwill, or business opportunities, arising out of or related to the Service or these Terms, even if ReservoirWave has been advised of the possibility of such damages.

To the maximum extent permitted by law, ReservoirWave's total liability for all claims arising out of or related to the Service or these Terms will not exceed the

amounts paid by you to ReservoirWave for the Service in the twelve (12) months before the event giving rise to the claim, or one hundred dollars ($100), whichever is greater.

Some jurisdictions do not allow certain limitations of liability, so some of the above limitations may not apply to you.

10. Indemnification

You will indemnify and hold harmless ReservoirWave and its affiliates, officers, directors, employees, and agents from and against any third-party claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or related to (a) your Customer Data, (b) your use of the Service, or (c) your violation of these Terms or applicable law.

11. Changes to the Service or These Terms

We may modify the Service and these Terms from time to time. If we make material changes, we will provide notice by updating the Effective Date and by posting the updated Terms within the Service or on our website. Your continued use of the Service after changes become effective means you accept the updated Terms.

12. Governing Law; Venue

These Terms are governed by the laws of the State of Delaware, without regard to conflict of law principles. You agree that any dispute arising out of or related to these Terms or the Service will be brought exclusively in the state or federal courts located in Delaware, and you consent to personal jurisdiction in those courts.