

TERMS OF SERVICE

My Human Watermark - MARK Tier

Effective Date: March 24, 2026

Last Updated: March 2026

Website: www.myhumanwatermark.com

1. INTRODUCTION & AGREEMENT TO TERMS

These Terms of Service ("Terms") govern your purchase and use of the MARK Tier watermark product ("Product") offered by My Human Watermark ("M.H.W", "Company," "we," "us," or "our"), a company incorporated and operating under the laws of the State of California, United States of America.

By completing your purchase of the MARK Tier product, you affirmatively acknowledge that you have read, understood, and agree to be bound by these Terms (a "clickwrap" agreement).

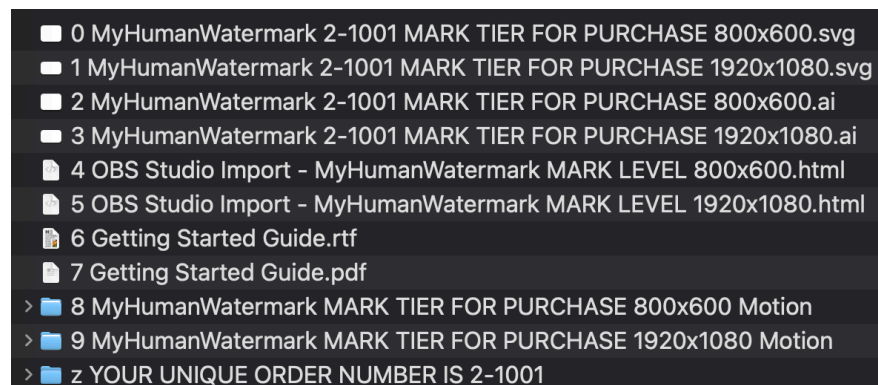
If you do not agree to these Terms, do not purchase and/or use the Product.

2. PRODUCT OVERVIEW

2.1 MARK Tier Product Description

The MARK Tier is a one-time purchase (\$500.00) that provides:

- Unique watermark overlay with My Human Watermark branding
- Two aspect ratio formats: 4:3 and 16:9
- Perpetual usage rights
- Valid proof of purchase documentation
- Basic content protection and content theft deterrent
- Verification and authentication services (see Section 8.1)



2.2 What MARK Tier Is

The MARK Tier is a unique watermark overlay designed to serve as a visible ownership marker for your digital content. The watermark provides basic forensic documentation and functions as a content theft deterrent.

2.3 What MARK Tier Is NOT

The MARK Tier does not include:

- Legal representation or legal advice
- Content authentication support or proof of ownership verification for third parties
- Forensic verification capabilities available in higher-tier products
- Any obligation by My Human Watermark to participate in legal proceedings, authentication, or removal requests on your behalf beyond the verification services described in Section 8.1
- Any guarantee that third-party platforms will recognize or act upon the watermark

3. PURCHASE INFORMATION

3.1 Price and Payment

- Purchase Price: \$500.00 (one-time payment)
- Payment Terms: Payment is required at the time of purchase
- Vendor: My Human Watermark

3.2 Proof of Purchase

Your proof of purchase is your only evidence of license and authorization to use the MARK Tier product. You are solely responsible for maintaining and preserving your proof of purchase including your receipt, transaction confirmation, and any associated documentation indefinitely. You bear the burden of producing proof of purchase if license questions, disputes, or legal proceedings arise.

4. LICENSE GRANT & USAGE RIGHTS

4.1 License Grant

By purchasing the MARK Tier, you are granted a non-exclusive, non-transferable, worldwide, perpetual license to use the unique watermark overlay provided to you.

4.2 Permitted Uses

You may:

- Apply the watermark overlay to your original images and video content
- Use the watermark across multiple projects and platforms
- Continue using the watermark indefinitely, including past any noted term or following design updates
- Use the watermark for legitimate content protection purposes

You retain full ownership of your original content and any derivative works you create. The watermark serves as a protective marker on your existing intellectual property and does not transfer any ownership rights to My Human Watermark. My Human Watermark places no restrictions on how you use your original content once watermarked.

4.3 Usage Restrictions

You may **not**:

- Transfer, sell, share, or distribute the watermark to other parties
- Use the watermark on content you do not own or have authorization to use
- Remove, obscure, or modify the My Human Watermark branding from the overlay
- Use the watermark for unlawful or fraudulent purposes
- Represent the watermark as proprietary to you or your organization
- Reverse engineer, decompose, or attempt to extract the watermark components

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Company Ownership

My Human Watermark retains all intellectual property rights, including copyright, to the watermark design, overlay, and all associated materials. Your purchase grants you only the limited license described in Section 4.

5.2 Watermark as Evidentiary Documentation

By applying the MARK Tier watermark to your content, you establish a documented, time-stamped record with a third-party vendor. This documentation may strengthen your position in legal proceedings related to unauthorized use, content theft, or deepfake manipulation. However, the watermark alone does not guarantee legal protection, and My Human Watermark makes no representation that it will be admissible as evidence in any legal proceeding.

6. YOUR RESPONSIBILITIES

6.1 Content Ownership Representation

You represent and warrant that:

- You own or have authorization to use all content to which you apply the watermark
- Your use of the content does not infringe upon any third-party intellectual property rights
- You will apply the watermark only to original or authorized content

6.2 Compliance with Laws

You agree to use the Product in compliance with all applicable laws and regulations, including but not limited to intellectual property laws, digital content regulations, the California Consumer Privacy Act (CCPA), and platform-specific guidelines.

7. LIMITATION OF LIABILITY & DISCLAIMERS

7.1 "AS IS" Disclaimer & Legal Non-Reliance

THE PRODUCT IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. MY HUMAN WATERMARK EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- Any warranty that the watermark will prevent unauthorized use of your content
- Any warranty that the watermark will be admissible as evidence in legal proceedings
- Any warranty that the watermark will be recognized or honored by third-party platforms, social media sites, or content services
- Any warranty that the watermark will function without interruption or error

MY HUMAN WATERMARK IS NOT A LEGAL SERVICE PROVIDER AND DOES NOT PROVIDE LEGAL ADVICE.

The watermark is a technical protective measure and documentation tool only. For intellectual property enforcement, copyright claims, deepfake removal, or any legal matter, you must consult with qualified legal counsel in your jurisdiction. The likelihood of success in any legal proceeding depends on your specific circumstances, local laws, and the cooperation of third parties.

7.2 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MY HUMAN WATERMARK SHALL NOT BE LIABLE FOR:

- Any direct, indirect, incidental, special, consequential, or punitive damages
- Loss of revenue, data, reputation, or business opportunities
- Failure to prevent unauthorized use or content theft
- Content loss, corruption, or damage related to watermark application
- Any damages arising from your use or inability to use the Product

8. VERIFICATION & AUTHENTICATION SERVICES

8.1 Verification Services Included with MARK Tier

The MARK Tier DOES include the following verification service from My Human Watermark:

- My Human Watermark will provide purchase confirmation to the customer upon request, once per customer per 90-day period.

The MARK Tier does NOT include:

- Verification of watermark specifications or authenticity to third parties
- Content authentication or removal request assistance
- Evidence (custom work performed) of ownership provided to third parties
- Direct participation by My Human Watermark in legal proceedings, authentication, or verification efforts on your behalf

8.2 Authentication Support Limitation

If you are working with legal counsel on deepfake content or copyright infringement cases, your watermark and proof of purchase may serve as supporting documentation. However, My Human Watermark will not directly participate in authentication, verification, or legal proceedings.

8.3 Third-Party Platform Recognition

My Human Watermark cannot guarantee that third-party platforms, social media sites, or content services will recognize, honor, or action removal requests based on your watermarked content.

9. PRIVACY & CALIFORNIA CONSUMER RIGHTS (CCPA NOTICE)

9.1 Data Collection

My Human Watermark may collect personal information in connection with your purchase, including your name, email address, and transaction data, solely for the purpose of fulfilling your order, maintaining license records, and providing verification services.

9.2 California Residents

If you are a California resident, you have rights under the California Consumer Privacy Act (CCPA), including the right to know what personal information is collected about you, the right to request deletion of your personal information, and the right to opt out of the sale of your personal information. My Human Watermark does not sell personal information. To exercise your CCPA rights, contact us via the website at www.myhumanwatermark.com.

10. TERM & TERMINATION

10.1 License Term

Your license to use the MARK Tier watermark is perpetual; it does not expire. You may continue using the watermark indefinitely, including:

- After any updates or changes to the watermark design
- If My Human Watermark modifies its terms or offerings
- If My Human Watermark discontinues the MARK Tier product

Your existing license rights are not retroactively affected by future changes to these Terms.

10.2 Termination of Agreement

My Human Watermark reserves the right to terminate your license if you:

- Violate any material provision of these Terms
- Transfer the watermark to unauthorized third parties
- Use the watermark fraudulently or unlawfully
- Fail to comply with applicable intellectual property or legal obligations

Upon termination, you must cease all new applications of the watermark to content, though previously watermarked content may continue to display the watermark.

11. MODIFICATIONS TO TERMS & PRODUCT

11.1 Changes to Terms

My Human Watermark reserves the right to modify these Terms at any time. Changes become effective upon posting to the website at www.myhumanwatermark.com. Your continued use of the Product after modifications signifies your acceptance of the updated Terms. However, no modification shall retroactively affect your perpetual license rights vested under Section 10.1.

11.2 Product Updates

My Human Watermark may update, modify, or discontinue the MARK Tier product features at its discretion. Your existing perpetual license rights are not affected by such changes.

12. DISPUTE RESOLUTION

12.1 Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regard to its conflict of law principles. Any legal action or proceeding arising under or relating to these Terms shall be brought exclusively in the state or federal courts located in California, and you hereby consent to personal jurisdiction and venue in such courts.

12.2 Informal Resolution First

Any disputes arising from these Terms or your use of the Product shall first be submitted to My Human Watermark via good-faith written communication. The parties agree to make a reasonable effort to resolve disputes informally before pursuing formal legal action.

12.3 Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

13. GENERAL PROVISIONS

13.1 Entire Agreement

These Terms constitute the entire agreement between you and My Human Watermark regarding the MARK Tier Product and supersede all prior agreements, understandings, and communications, whether written or oral.

13.2 Severability

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

13.3 Waiver

No waiver of any provision of these Terms shall be effective unless in writing and signed by an authorized representative of My Human Watermark. Failure to enforce any right under these Terms does not constitute a waiver of future enforcement.

13.4 Assignment

You may not assign or transfer your rights under these Terms without the prior written consent of My Human Watermark. My Human Watermark may assign these Terms to its successors or affiliates without notice to you.

13.5 No Refunds

Except where prohibited by applicable law, all fees and charges paid for the MARK Tier Product are final and non-refundable once your purchase is completed. You acknowledge that the Product is a digital watermark overlay delivered at or shortly after the time of purchase. My Human Watermark has no obligation to provide refunds or credits for any reason, including but not limited to change of mind, dissatisfaction with the Product, unused licenses, or changes in your circumstances.

Nothing in this Section limits any non-waivable rights you may have under applicable consumer protection laws, including rights relating to defective products, failure to deliver the Product, or misrepresentation.

14. CONTACT INFORMATION

My Human Watermark

Website: www.myhumanwatermark.com

For questions or support requests, please visit our website or contact us directly.