

TERMS OF SERVICE

AquaNode Sentinel Platform - AquaSee Networks Limited

Last Updated: 15 January 2026 | Version: 1.0

PLEASE READ THESE TERMS CAREFULLY. By accessing or using the AquaNode Sentinel Platform, you agree to be legally bound by these Terms of Service. If you do not accept these Terms in full, you may not access or use the Platform.

1. ACCEPTANCE OF TERMS & ELIGIBILITY

These Terms of Service ("Terms") govern your access to and use of the AquaNode Sentinel Platform ("Platform"), including all software, applications, data dashboards, APIs, and related services operated by AquaSee Networks Limited ("AquaSee," "we," "us," or "our").

By creating an account, accessing, or using the Platform, you represent and warrant that: (a) you are at least 18 years of age; (b) you have the legal capacity to enter a binding contract under applicable law; and (c) if entering these Terms on behalf of an organization, you have the authority to bind that entity. Your continued use of the Platform constitutes ongoing acceptance of any amendments to these Terms.

2. ACCOUNT REGISTRATION & SECURITY

You are responsible for: (a) providing accurate, complete, and current registration information; (b) maintaining the confidentiality of your login credentials; and (c) all activities that occur under your account. You must notify AquaSee immediately at aquaseeafrica@gmail.com upon discovering any unauthorized use of your account.

AquaSee reserves the right to suspend or permanently terminate accounts that: provide false registration information; are used for unlawful purposes; violate these Terms; or are inactive for more than 24 consecutive months without notice.

3. DESCRIPTION OF SERVICE

The Platform is an integrated aquatic Internet of Things (IoT) system designed for precision aquaculture management. It connects your AquaNode hardware sensor nodes, measuring temperature, pH, turbidity, and dissolved oxygen to our cloud-based analytics engine. The Service includes:

- Real-time data collection and secure encrypted transmission from sensor nodes to cloud infrastructure;
- Cloud storage, data processing, and historical trend visualization;
- AI-driven anomaly detection and threshold-based alert management;
- Multi-farm and cooperative-level management dashboards;
- Mobile application access (Android primary; iOS secondary); and
- API access for integration with third-party platforms (subject to applicable plan).

4. USER RESPONSIBILITIES & ACCEPTABLE USE

You agree to use the Platform lawfully and responsibly. You are solely responsible for:

1. The physical installation, operation, maintenance, and security of your AquaNode sensor hardware devices.
2. Ensuring your use of the Platform complies with all applicable local, national, and international laws and regulations in your jurisdiction, including fisheries regulations and data protection laws.
3. The accuracy of any operational decisions made based on Platform data outputs. AquaSee provides decision-support tools; operational decisions remain the responsibility of the user.

You agree NOT to:

- Violate any intellectual property rights of AquaSee or any third party;
- Upload, transmit, or introduce malicious code, viruses, or any software that interferes with the Platform's integrity;
- Attempt to gain unauthorized access to the Platform, our servers, or any connected network or system;
- Reverse-engineer, decompile, or disassemble any part of the Platform software; or
- Resell, sublicense, or commercially exploit Platform data or functionality without AquaSee's prior written consent.

5. INTELLECTUAL PROPERTY

5.1 AquaSee's Intellectual Property

All rights, title, and interest in and to the Platform, including software, firmware, algorithms, user interface, documentation, AI models, brand materials, and all related intellectual property are and shall remain the exclusive property of AquaSee Networks Limited and its licensors. These Terms grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for your internal aquaculture business operations during the term of your subscription.

5.2 Your Data

You retain all ownership rights to sensor data generated by your hardware devices and uploaded to the Platform ("Customer Data"). You grant AquaSee a worldwide, royalty-free, non-exclusive license to use, process, and store your Customer Data solely to: (a) provide and maintain the Platform service; (b) improve the Platform's algorithms and models through anonymized, aggregated analysis; and (c) comply with legal obligations.

5.3 Aggregated & Anonymized Data

AquaSee may create aggregated, anonymized datasets derived from Customer Data across all platform users. Such anonymized datasets, where no individual farm or user can be identified, are owned by AquaSee and may be used for research, product development, and commercialization.

6. SUBSCRIPTION PLANS & PAYMENT

Plan Element	Terms
Subscription Tiers	Small Farm Plan (\$10/month) Medium Farm Plan (\$25/month) Enterprise & Government: custom pricing. Details at www.aquasee.site
Harvest-Based Fee	\$0.04 per fish harvested per production cycle, applied based on farm-reported harvest data. Due within 30 days of harvest event.
Billing Cycle	Monthly or annual prepayment (annual prepayment qualifies for applicable discount).
Payment Methods	M-Pesa, bank transfer, or credit card via approved payment gateway.
Late Payment	Outstanding amounts attract interest at the Central Bank of Kenya base rate + 3% per annum from the due date.
Suspension	Access may be suspended without notice after 14 days of non-payment.

7. WARRANTIES, DISCLAIMERS & LIMITATION OF LIABILITY

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." AQUASEE MAKES NO WARRANTY THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT SENSOR DATA WILL BE 100% ACCURATE AT ALL TIMES. WHILE WE TARGET 94% OR HIGHER TRANSMISSION RELIABILITY, ENVIRONMENTAL FACTORS (INCLUDING CONNECTIVITY FAILURES, SENSOR DRIFT, AND ACTS OF GOD) MAY AFFECT PERFORMANCE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AQUASEE'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THESE TERMS SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY YOU IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. AQUASEE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSS, INCLUDING LOSS OF FISH STOCK, HARVEST, OR PROFIT.

8. GOVERNING LAW & DISPUTE RESOLUTION

These Terms are governed by the laws of Kenya. In the event of a dispute, the Parties shall first attempt resolution through good-faith negotiation within 30 days of written notice. If unresolved, the dispute shall be submitted to binding arbitration under the Nairobi Centre for International Arbitration (NCIA) Rules. The seat of arbitration shall be Nairobi, Kenya. The language of arbitration shall be English.

9. AMENDMENTS & CONTACT

AquaSee reserves the right to amend these Terms at any time. Material amendments will be notified to registered users via email at least 14 days before they take effect. Continued use of the Platform after the effective date of amendments constitutes acceptance.

Contact: AquaSee Networks Limited | P.O. Box 6664-40100, Kisumu, Kenya | aquaseeafrica@gmail.com

