

Orca1 Terms and Conditions

Last updated: May 22, 2026

1. Introduction

1.1 Contract

When you use our Services you agree to all of these terms. Your use of our Services is also subject to our **Cookie Policy** and our **Privacy Policy**, which covers how we collect, use, share, and store your personal information.

You agree that by clicking "Sign Up", "Free trial" or similar, registering, accessing or using our services (described below), **you are agreeing to enter into a legally binding contract** with **Orca1** (even if you are using our Services on behalf of a company). If you do not agree to this contract ("Contract" or "User Agreement"), do **not** click "Sign Up" (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this contract, at any time you can do so by closing your account and no longer accessing or using our Services.

Services

This Contract applies to Orca1 properties including **orca1.ai**, the **Arcana** database, Orca1 mobile applications, communications, and other services that state they are offered under this Contract ("Services"). Registered users of our Services are "Members" and unregistered users are "Visitors".

Orca1

You are entering into this Contract with **Orca1 Digital Intelligence, LLC** (also referred to as "we" and "us"). As a Visitor or Member of our Services, the collection, use, and sharing of your personal data is subject to the Privacy Policy and updates.

1.2 Members and Visitors

When you register and join Orca1, you become a Member. If you have chosen not to register for our Services, you may access certain features as a "Visitor."

1.3 Change

We may modify this Contract, our Privacy Policy, and our Cookie Policy from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide

you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

2. Obligations

2.1 Service Eligibility

To use the Services, you agree that: (1) you must be the “Minimum Age” (described below) or older; (2) you will only have one Orca1 account, which must be in your real name; and (3) you are not already restricted by Orca1 from using the Services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age of 16.

“Minimum Age” means **16 years old**. However, if law requires that you must be older in order for Orca1 to lawfully provide the Services to you without parental consent (including use of your personal data) then the Minimum Age is such older age.

2.2 Your Account

Members are account holders. You agree to: (1) use a strong password and keep it confidential; (2) not transfer any part of your account; and (3) follow the law and our list of Dos and Don'ts. You are responsible for anything that happens through your account unless you close it or report misuse.

2.3 Payment

If you buy any of our paid Services, you agree to pay us the applicable fees and taxes and to additional terms specific to the paid Services. Failure to pay these fees will result in the termination of your paid Services. Also, you agree that:

- Your purchase may be subject to foreign exchange fees or differences in prices based on location.
- We may store and continue billing your payment method (e.g., credit card) even after it has expired, to avoid interruptions in your Services.
- If you purchase a subscription, your payment method automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, cancel before the renewal date.
- You are responsible for all taxes and any other fees required by law.
- You can get a copy of your invoice through your account settings or by requesting contact@orca1.ai.

2.4 Notices and Messages

You agree that we will provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us (e.g., email, mobile number). You agree to keep your contact information up to date.

2.5 Sharing

Our Services allow messaging and sharing of information. Information and content that you share or post may be seen by other Members, Visitors, or others. Where we have made settings available, we will honor the choices you make about who can see content or information. We are not obligated to publish any information or content on our Service and can remove it with or without notice.

3. Rights and Limits

3.1 Your License to Orca1

As between you and Orca1, you own the content and information that you submit or post to the Services except any personally identifiable information. You are granting Orca1 and our affiliates the following non-exclusive license:

A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others.

You agree that we may access, store, process and use any information and personal data that you provide in accordance with the terms of the Privacy Policy. By submitting feedback regarding our Services, you agree that Orca1 can use and share such feedback for any purpose without compensation to you.

3.2 Service Availability

We may change, suspend or discontinue any of our Services. We may also modify our prices effective prospectively upon reasonable notice to the extent allowed under the law.

3.3 API Access and Use

If Orca1 provides you with access to any application programming interface, developer tools, SDKs, authentication credentials, tokens, or related documentation ("APIs"), your use of such APIs is subject to this Contract and usage requirements provided by Orca1.

Orca1 API Access is not intended to be used as a bulk data extraction tool.

You agree that you will:

- Use the APIs solely for your internal business purposes and only in accordance with the documentation and access permissions provided by Orca1.
- Keep all API credentials, authentication tokens, and access keys confidential and secure.
- Promptly notify Orca1 of any unauthorized access, misuse, or security incident involving your API credentials or integrations.
- Comply with all rate limits, query caps, usage restrictions, and technical requirements imposed by Orca1.
- Ensure that any application, integration, or system accessing the APIs complies with applicable laws and regulations.

You agree that you will not:

- Share, sublicense, resell, redistribute, or otherwise make API access available to any unauthorized third party.
- Use the APIs in a manner that could damage, disable, overburden, impair, or compromise the Services or interfere with any other user's access to the Services.
- Circumvent or attempt to circumvent API authentication, security controls, rate limits, or usage restrictions.
- Use the APIs to replicate, compete with, or create similar products, services, datasets, or databases to Orca1 or the Arcana database.
- Cache, store, or retain raw API data longer than reasonably necessary for the permitted use of the Services, except where expressly authorized in writing by Orca1.
- Use methods to extract, bulk download, or archive data beyond the scope expressly permitted through the APIs.

Orca1 may monitor API telemetry usage to ensure compliance with this Agreement and may suspend, restrict, or terminate API access at any time if Orca1 reasonably believes that your use violates this Agreement, applicable law, security requirements, or threatens the integrity, availability, or performance of the Services.

Due to the evolving nature of our platform and its reliance on external data dependencies, Orca1 reserves the right to modify, suspend, or discontinue APIs or API functionality at any time. Orca1 will make reasonable efforts to provide notice for material breaking changes when feasible. Customers acknowledge that APIs may evolve over time and that continued compatibility is not guaranteed.

Unless otherwise expressly agreed in writing, Orca1 retains all ownership rights in and to the APIs, related technology, and all data made available through the APIs. No rights are granted except those expressly stated in this Agreement.

3.4 Limits

Orca1 reserves the right to limit your use of the Services, including the number of your connections and your ability to contact other Members. Orca1 reserves the right to restrict, suspend, or terminate your account if you breach this Contract or the law or are misusing the Services.

3.5 Intellectual Property Rights

Orca1 reserves all of its intellectual property rights in the Services. The **Arcana** database, Orca1 logos, and other Orca1 trademarks used for our Services are trademarks or registered trademarks of Orca1 Digital Intelligence, LLC.

3.6 Automated Processing

We use the information and data that you provide to make recommendations for connections, content, and features that may be useful to you. For example, we use data about your activity to recommend new regulatory signals or intelligence features.

4. Disclaimer and Limit of Liability

4.1 No Warranty

ORCA1 AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND PROVIDE THE SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ORCA1 AND ITS AFFILIATES DISCLAIM ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2 Exclusion of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, ORCA1, INCLUDING ITS AFFILIATES, WILL NOT BE LIABLE IN CONNECTION WITH THIS CONTRACT FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, REPUTATION, LOSS OF DATA OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

ORCA1 AND ITS AFFILIATES WILL NOT BE LIABLE TO YOU IN CONNECTION WITH THIS CONTRACT FOR ANY AMOUNT THAT EXCEEDS (A) THE TOTAL FEES PAID OR PAYABLE BY YOU TO ORCA1 FOR THE SERVICES DURING THE TERM OF THIS CONTRACT, OR (B) **\$100.00 USD**.

5. Termination

Both you and Orca1 may terminate this Contract at any time with notice to the other. On termination, you lose the right to access or use the Services.

6. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the **State of Connecticut, United States**. User agrees, in the event any claim or suit is brought in connection with this Agreement, it shall be brought to the exclusive jurisdiction and venue of the courts of **Litchfield County, Connecticut**. Customer shall pay reasonable attorneys' fees and costs in connection with any action to enforce this Agreement.

7. General Terms

If a court finds any part of this Contract unenforceable, the court should modify the terms to make that part enforceable while still achieving its intent. This Contract is the only agreement between us regarding the Services. You may not assign this Contract without our consent.

8. Orca1 "Dos and Don'ts"

8.1. Dos

You agree that you will:

- Comply with all applicable laws, including privacy, intellectual property, and regulatory requirements.
- Provide accurate information to us and keep it updated.
- Use the Services in a professional manner.

8.2. Don'ts

You agree that you will **not**:

- Create a false identity on Orca1 or use another's account.
- **Develop, support, or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins, add-ons, or any other technology) to scrape the Services or

otherwise copy any data from the Services.

- Override any security feature, bypass access controls, or exceed usage limits (such as caps on keyword searches or database views).
- Copy, use, disclose, or distribute any raw data obtained from the Services to any third party, except as expressly permitted below.
- Sell, rent, lease, trade, loan, or otherwise monetize data obtained from the Services.
- Monitor the Services' availability, performance, or functionality for any competitive purpose.
- Reverse engineer, decompile, or attempt to derive the source code of the Services.
- Use raw data or any data derived from the Services to develop products, services, or analyses that compete with Orca1.

Permitted Use for Publication:

- You may publish small excerpts, illustrative examples, insights, research, or analysis derived from the data obtained through the Services in public forums, articles, or presentations, provided that proper attribution to Orca1 is given.
 - You may not publish or distribute bulk datasets, complete tables, or large portions of raw data.
-

9. How To Contact Us

For general inquiries or legal notices, you may contact us at:

Email: contact@orca1.ai