



Terms of Service

The terms for using Wakemark — what the service is (and deliberately is not), your BYOK responsibilities, who owns what, acceptable use, and the boilerplate that keeps both sides honest.

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1. The agreement and the parties

These terms are an agreement between you (or the organisation you act for) and O ÷W!† â ±1r, an individual (a natural person) based in Türkiye, who operates Wakemark (the “operator”, “we”). By creating an account or using the API you accept them. If you use Wakemark for an organisation, you represent that you can bind it.

THE OPERATOR

The service is operated by O ÷W!† â ±1r, an individual (a natural person) based in Türkiye. There is currently no registered company behind the service — “Wakemark” is the product and service name, not a company name. For privacy, data-protection, or legal inquiries, contact us at hello@wakemark.ai.

2. The service

Wakemark is a control plane for generative media. One API and dashboard above many generation providers, offering: capability routing with cross-provider failover; byte-exact, sha256-verified custody of outputs in Wakemark’s platform storage or your own S3-compatible bucket; C2PA provenance preservation and detection with a receipt on every stored output; an append-only job/event ledger and cross-provider lineage graph; customer-controlled retention; a public verifier (/verify); an audit export designed to support EU AI Act Article 50 workflows (see the Article 50 addendum); a playground; and a full account export.

Just as important is what Wakemark deliberately is not:

- Not an inference seller. Under bring-your-own-key you pay each provider directly, at the provider’s own price. Wakemark charges no markup and no percentage on your provider spend — and commits not to.
- Not a reseller of provider credits or capacity, and not a way to relabel someone else’s.
- Not a model host. Wakemark runs no models and trains none — on your content or anything else.

3. Accounts, keys, and security

- Provide accurate account information and keep it current.
- You must be at least 18 years old (or the age of majority where you live) and using Wakemark for business or professional purposes.

- Keep your credentials safe. Wakemark API keys are shown once and stored only as hashes; anyone holding a key can act as its project. Revoke keys you no longer need and tell us promptly about suspected compromise.
- You are responsible for activity under your account, except to the extent caused by our breach of these terms.

4. Fees — nothing is charged today

Wakemark charges nothing in the current release. There is no billing system, no invoice, and no payment method on file; the storage-cost figure in the dashboard is a labelled estimate, never a charge. Published pricing describes intended packaging. If paid plans launch: we will give you notice and charge only with your agreement to a plan; free-tier limits will stop generation rather than silently convert into a bill; fees will meter Wakemark's own service (jobs and platform-stored bytes), never a percentage of your provider spend; and storage in your own bucket will carry no Wakemark storage fee.

5. BYOK — your provider and storage relationships

Wakemark is bring-your-own-key. When you connect a provider key and route a job, you are using that provider under your own account and their terms. The same applies to a storage bucket you connect: it is your bucket, on your vendor contract.

- You own the provider relationship. You are responsible for complying with each connected provider's terms of service and acceptable-use policy; those terms pass through to your use of Wakemark. Wakemark is not a party to your provider agreements and does not accept their obligations on your behalf.
- You own the provider bill. Providers charge your account directly for the jobs you run — including jobs that fail over to another of your connected providers under the routing policy you set.
- Key custody. Wakemark stores your keys envelope-encrypted, uses them only to execute your jobs, and deletes them immediately when you request account deletion. You can remove a key at any time; removing it disables the providers it unlocked.
- Your bucket. Wakemark writes generated bytes and sidecars there under the credentials you grant, reads via short-lived signed URLs, and deletes only what it wrote and recorded — and only when your retention policy instructs it. Disconnecting removes Wakemark's credentials and references; your objects remain yours and untouched, and Wakemark can no longer serve them.
- Failure honesty. If a write to your bucket fails (rotated key, revoked permission, deleted bucket), Wakemark fails loudly and preserves the provider's own URL for rescue where still valid — it never silently drops an output and never silently falls back to platform storage.

6. Your content and intellectual property

- Your content is yours. As between you and Wakemark, you own your inputs and your generated outputs. Wakemark claims no ownership of, and no rights to exploit, your content.
- What rights exist in generated output at all — against the model provider or the world — is governed by your provider agreements and applicable law, which are unsettled in places. Wakemark makes no representation about the copyright status of AI-generated media.

- Limited licence to operate. You grant Wakemark the non-exclusive licence to host, store, transmit, and process your content solely as needed to provide the service on your instructions — routing, custody, provenance, retention, verification, export. It ends when the content is deleted per your policy or your account deletion.
- No training, no mining — a term of this contract: Wakemark will never train on, mine, or repurpose your content, for any purpose, in any form, “anonymised” or otherwise.
- Wakemark's IP. The hosted service, the site, the Wakemark brand, and the operator's commercial offering remain the operator's. The engine's source code is available under the Business Source License 1.1, converting to Apache-2.0 on the Change Date stated in the repository LICENSE; the published client SDKs are Apache-2.0 licensed; and historically published engine snapshots remain under their irrevocable Apache-2.0 grant. None of these source licences grants any right to the hosted service, the operator's infrastructure, or the Wakemark name.
- Feedback you volunteer may be used to improve the service without obligation — never your content.

7. Acceptable use

You agree not to use Wakemark to:

- Resell provider access. Wakemark is not a credit reseller or a way to relabel and resell another provider's capacity; route your own usage under your own keys.
- Violate any connected provider's terms or acceptable-use policy (they pass through — section 5).
- Generate or distribute content that is unlawful where you operate or publish it, that infringes others' rights (including privacy and publicity), or that you are legally required to disclose as AI-generated and do not.
- Misrepresent provenance. Wakemark records provenance so media can be traced; using its receipts, sidecars, or verifier to launder or fake the origin, authorship, or authenticity of content is a breach of these terms.
- Probe, circumvent, or interfere with tenant isolation, rate limits, the audit ledger, or other users' data.
- Submit content you have no right to process, or personal data in breach of the DPA.

PROVENANCE IS NOT A LICENCE TO MISLEAD

Wakemark preserves and records provenance so that generated media can be traced. Using that trail to dress content up as something it is not defeats the one thing the service sells, and we will enforce this clause.

8. Compliance & Article 50

Wakemark is designed to support Article 50 workflows — provenance preservation and detection, an append-only ledger, a public verifier, and an audit export. Wakemark does not ensure or guarantee your compliance with the EU AI Act or any other law; the obligations of an AI-system provider or deployer remain yours. The Article 50 addendum states precisely what Wakemark provides and what it does not.

9. Third-party services

Generation providers, your storage vendor, and the subprocessors we engage are independent businesses. Wakemark is not responsible for their services, their availability, their model behaviour, or their content decisions (for example a provider's moderation block), and does not warrant them.

10. Availability and changes to the service

The service is under active development and provided without an availability commitment today; a formal SLA is an enterprise roadmap item, not a present promise. We may change or discontinue features with reasonable notice where the change is material and adverse — and if we ever discontinue the service, the export surface (account export, your bucket, the ledger) exists so you can leave with everything.

11. Disclaimers

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE”. To the maximum extent permitted by law, the operator disclaims all implied warranties — merchantability, fitness for a particular purpose, non-infringement — and does not warrant that the service will be uninterrupted or error-free, that generated media will fit any purpose, or that any regulatory outcome will be achieved. Provenance records and verification results describe what Wakemark observed; they are evidence, not a warranty of authenticity.

12. Limitation of liability

To the maximum extent permitted by law: neither party is liable for indirect, incidental, special, consequential, or punitive damages, or lost profits, revenue, or goodwill; and the operator's total liability under these terms is capped at the greater of the amounts you paid Wakemark in the twelve months before the event giving rise to liability or USD 100. While the service is provided free of charge, that USD 100 floor is the cap. Nothing here limits liability that cannot lawfully be limited (for example, liability for wilful misconduct or gross negligence).

13. Indemnity

You will defend and indemnify the operator against third-party claims, damages, and costs arising from your content, your breach of section 7 (Acceptable use), or your violation of a connected provider's terms. The operator will notify you of the claim, let you control the defence (with counsel of your choice reasonably acceptable to us), and cooperate at your expense; you may not settle a claim in a way that imposes a non-monetary obligation on us without our consent.

14. Suspension and termination

- By you, any time: delete your account from the dashboard. The Privacy Policy section 7 describes exactly what happens — immediate credential purge and key revocation, a 30-day frozen grace period in which you can still export or cancel, then a hard purge. Export first if you want your records.
- By us: we may suspend or terminate for material breach of these terms (including section 7), for a genuine security emergency, or where the law requires — with notice and, where practicable, a chance to cure. On termination the same deletion-and-export path applies.

- Sections that by their nature survive (content ownership, no-mining, disclaimers, liability, disputes) survive.

15. Governing law and disputes

These terms are governed by the laws of the Republic of Türkiye the exclusive jurisdiction of the courts of Istanbul, Türkiye — except that either party may seek injunctive relief in any court of competent jurisdiction. Mandatory consumer-protection rights in your place of residence are unaffected.

16. General

- We may update these terms; material changes take effect after notice (on this page and, for account holders, by email), and continued use is acceptance.
- Notices to you go to your account email; notices to us go to hello@wakemark.ai.
- You may not assign these terms without consent; we may assign to a successor of the business (for example, a legal entity the operator later forms to run the service — none exists today).
- If a clause is unenforceable, the rest stands. These terms plus the Privacy Policy, the DPA, and the Article 50 addendum are the entire agreement.