

Terms and Conditions of Use

1. Introduction and Eligibility

Please read these Terms of Use (“**Terms**”) carefully before using the Service (as defined in Section II below).

These Terms provide that all disputes between you and the Company relating to these Terms or your use of the Service will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under these Terms, except for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. Please review Section XI (“Arbitration, Class Waiver, and Waiver of Jury Trial”) for the details regarding your agreement to arbitrate any disputes with the Company.

These Terms include Company’s [Privacy Policy](#), which is incorporated by reference into these Terms. We have included several annotations in boxes to help explain or emphasize key sections. These annotations are for convenience only and have no legal or contractual effect.

This agreement is a legally binding contract. It may change as our business changes, and you agree you will review it and any updates regularly. **Your continued use of the Service means you accept any changes to these Terms.**

a. Binding Agreement. These Terms constitute a binding agreement between you and Helios Data Inc. and its affiliates and subsidiaries (“Company,” “we,” or “us”). “You” and “users” means all visitors to the Service. You accept these Terms each time you access the Service. If you do not accept these Terms, you must not use the Service. You must be at least 18 years of age to use the Service, or have the permission of a parent or guardian, as explained in Section III(a) below.

b. Revisions to Terms. We may revise these Terms at any time by posting an updated version; provided, however, that we will endeavor to provide you with prior notice of any material changes to these Terms. You should visit this page periodically to review the most current Terms, because you are bound by them. Your continued use of the Service after a change to these Terms constitutes your binding acceptance of these Terms.

2. The Service.

The “Service” means, collectively, the Company website (the “Website”), mobile application, or other Internet service under Company’s partial or complete control that promotes Company’s products and services in the field of protection of customer data.

3. Eligibility to Use the Service

a. Children. No part of the Service is directed to persons under the age of 13. IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE SERVICE AT ANY TIME OR IN ANY MANNER. By using the Service, you affirm that either you are at least 18 years of age or have been authorized to use the Service by your parent or guardian who is at least 18 years of age.

b. Agent of a Company, Entity, or Organization. If you are using the Service on behalf of a company, entity, or organization (collectively “Organization”), then you represent and warrant that you:

1. are an authorized representative of that Organization;
2. have the authority to bind that Organization to these Terms; and
3. agree to be bound by these Terms on behalf of that Organization.

4. Communications

Company may communicate with you by email or posting notice on the Service. You may request that we provide notice of security breaches in writing.

a. Email. You agree to receive email from us at the email address you provide to us through the Service.

b. Electronic Notices. By using the Service or providing personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Service. If we learn of a security system's breach, then we may attempt to notify you electronically by posting a notice on the Service or sending an email to you, if you have provided an email address to us. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please write to us at info@HeliosData.com.

5. Company's Content Ownership and Use

a. The contents of the Service include: designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other Company content (collectively, "Company Content"). All Company Content and the compilation (meaning the collection, arrangement, and assembly) of all Company Content are the property of Company or its licensors and are protected under copyright, trademark, and other laws.

b. License to You We authorize you, subject to these Terms, to access and use the Service. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. Unauthorized use of the Company Content may violate copyright, trademark, and applicable communications regulations and statutes and is strictly prohibited. You must preserve all copyright, trademarks, service marks, and other proprietary notices contained in the original Company Content on any copy you make of the Company Content.

c. Company Marks. Company, the Company logo, and other Company logos and product and service names are or may be Company's trademarks (the "**Company Marks**"). Without our prior written permission, and except as solely enabled by any link as provided by us, you agree not to display or use in any manner the Company Marks.

6. Suggestions and Submissions

We appreciate your comments, but if you send us creative ideas, we can use them without compensating you.

We appreciate hearing from our users and welcome your comments regarding the Service. Please be advised, however, that if you send us creative ideas, suggestions, inventions, or materials (collectively, "Creative Ideas"), we will:

1. own, exclusively, all now known or later discovered rights to the Creative Ideas;

2. not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Creative Ideas; and

3. be entitled to unrestricted use of the Creative Ideas for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

7. User Prohibitions

Do not do bad things with the Service, try to break it, or steal our hard work.

a. You agree to use the Service only for its intended purpose. You must use the Service in compliance with all privacy, data protection, intellectual property, and other applicable laws. You must comply with the following:

i. You may access the Service solely as intended through the provided functionality of the Service and as permitted under these Terms.

ii. Unless expressly permitted, you agree not to copy, reproduce, distribute, publish, display, perform, transmit, stream or broadcast any part of the Service without Company's prior written authorization, including, by way of example and not limitation, by doing or engaging in any of the following without Company's express written consent: A. altering, defacing, mutilating or otherwise bypassing any approved software through which the Service is made available; and B. using any trademarks, service marks, design marks, logos, photographs or other content belonging to Company or obtained from the Service.

iii. You agree not to bypass, circumvent, damage, or otherwise interfere with any security or other features of the Service designed to control the manner in which the Service is used, harvest or mine Company Content from the Service, or otherwise access or use the Service in a manner inconsistent with individual human usage.

iv. You agree not to undertake, cause, permit or authorize the translation, reverse engineering, disassembling, or hacking of any aspect of the Service, including any Company Content available on or through the Service, or attempt to do any of the foregoing, except and solely to the extent these Terms permit, the authorized features of the Service, or by law, or otherwise attempt to use or access any portion of the Service other than as Company intends.

v. You agree not to use, display, mirror, frame, or utilize framing techniques to enclose the Service, including any Company Content available on or through the Service, or any portion thereof, through any other application or website, unless and solely to the extent Company makes available the means for embedding any part of the Service or Company Content.

vi. You agree not to access, tamper with, or use non-public areas of the Service, Company's (and its hosting company's) computer systems and infrastructure, or the technical delivery systems of Company's providers.

vii. You agree not to harass, abuse, harm or advocate or incite harassment, abuse or harm of another person or group, including Company employees and other users.

viii. You agree not to provide any false personal information to Company or any other user, or create a false identify or impersonate another person or entity in any way.

- ix. You agree not to solicit, or attempt to solicit, personal information from other users.
- x. You agree not to restrict, discourage, or inhibit any person from using the Service, disclose personal information about a third person on the Service or obtained from the Service without the consent of such person, or collect information about users.
- xi. You agree not to gain unauthorized access to the Service, to other users' names or personally identifiable information, or to other computers or websites connected or linked to the Service.
- xii. You agree not to transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to disable, overburden, impair, damage or hijack the operation of any hardware, software or telecommunications equipment, or any other aspect of the Service or communications equipment and computers connected to the Service.
- xiii. You agree not to interfere with or disrupt the Service, or networks or servers connected to the Service, or violate the regulations, policies or procedures of such networks or servers.
- xiv. You agree not to violate any applicable federal, state, or local laws or regulations or these Terms.
- xv. You agree not to assist or permit any persons in engaging in any of the activities described above.

A breach of these restrictions may subject you to prosecution and damages, as well as liability for infringement of intellectual property rights.

8. Consequences of Violating These Terms

If you do not act acceptably, we may prohibit your use of the Service.

- a. We reserve the right to prevent access to the Service for any reason, at our discretion. We reserve the right to refuse to provide the Service to you in the future.
- b. You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Service.

9. Company's Liability

We are not liable for the actions of users when they use the Service. We may also change the Service at any time and are not liable for how this may affect you. We do not guarantee the quality or accuracy of any content you view using the Service or other websites.

a. Changes to the Service. We may change, suspend, or discontinue any aspect of the Service at any time, including hours of operation or availability of the Site or any feature, without notice or liability.

b. User Disputes. We are not responsible for any disputes or disagreements between you and any third party you interact with using the Service. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. To the fullest extent permitted by law, you release Company of all claims, demands, and damages in disputes among users of the Service. You also agree not to involve us in such disputes. Use caution and common sense when using the Service.

c. Content Accuracy. We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Service. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider, or the quality or nature of third-party products or services obtained through the Service. Use the Service at your own risk.

d. Third-Party Sites. The Service may include links to third party websites and applications (“Third Party Sites.”) You are responsible for evaluating whether you want to access or use them. We are not responsible for and do not endorse any features, content, advertising, products, or other materials on other websites or applications. You assume all risk and, to the fullest extent permitted by law we disclaim all liability arising from your use of them.

e. We make no promises and, to the fullest extent permitted by law, disclaim all liability of specific results from the use of the Service.

f. Released Parties Defined. “Released Parties” include Company and its affiliates, officers, employees, agents, partners, and licensors.

g. Disclaimer of warranties

You use the Service at your own risk. We make no warranties or guarantees.

You expressly understand and agree that, to the fullest extent permitted by law: (a) your use of the service is at your sole risk, and the service is provided on an “as is” and “as available” basis and the released parties expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, warranties as to products or services offered by businesses listed on the service, implied warranties of merchantability, fitness for a particular purpose, and non-infringement; (b) the released parties make no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any goods or service available on the service will meet your expectations, and (v) any errors in the service will be corrected; and (c) any material accessed through the use of the service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from the download or use of any such material.

h. Limitation of liability and indemnification

We are not liable for anything that happens to you that somehow may be connected to your use of the Service. If you use the Service in a way that causes us to be included in litigation, you agree to pay all legal fees and costs for Released Parties.

You expressly understand and agree that, to the fullest extent permitted by law, the released parties will not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any information or services obtained from, or as a result of the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any user or third party on the

service; (v) your reliance on content made available by us; or (vi) any other matter relating to the service.

To the fullest extent permitted by law, the released parties' maximum liability arising out of or in connection with the service or your use of company content, regardless of the cause of action (whether in contract, tort, breach of warranty, or otherwise), will not exceed \$100.

i. To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) your use of or reliance on any third-party content, or (ii) your breach of these Terms. We will provide notice to you promptly of any such claim, suit, or proceeding.

10. General Terms

These Terms constitute the entire agreement between you and Company concerning your use of the Service. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect.

11. Arbitration, Class Waiver, and Waiver of Jury Trial

We are located in California, so all disputes must be resolved there. We will use arbitration to resolve any problems, and you cannot join a class action lawsuit or obtain a jury trial for any disputes you have with us related to your use of the Service.

a. Generally. In the interest of resolving disputes between you and the Company in the most expedient and cost-effective manner, you and the Company agree that any dispute arising out of or in any way related to these Terms or your use of the Service will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Terms or your use of the Site or Products, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

b. Exceptions. Despite the provisions of the Section entitled "Generally" directly above, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

c. Arbitrator. Any arbitration between you and the Company will be governed by the Federal Arbitration Act and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting the Company. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

d. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by U.S. Mail or email (“Notice”). The Company’s address for Notice is: 1 Pirates Cove, Mamaroneck, NY 10543 or legal@HeliosData.com. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or the Company must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, the Company will pay you the highest of the following: (A) the amount awarded by the arbitrator, if any; (B) the last written settlement amount offered by the Company in settlement of the dispute prior to the arbitrator’s award; or (C) \$1,000.

e. Fees. If you commence arbitration in accordance with these Terms, the Company will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in New York, New York, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.

f. No Class Actions. YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

g. Modifications to this Arbitration Provision. If the Company makes any future change to this arbitration provision, other than a change to the Company’s address for Notice, you may reject the

change by sending us written notice within 30 days of the change to the Company's address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and the Company.

h. Enforceability. If the Section entitled "No Class Actions" is found to be unenforceable or if the entirety of this Section XI is found to be unenforceable, then the entirety of this Section XI will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described directly below will govern any action arising out of or related to these Terms or your use of the Service.

i. Choice of Law; Venue. These Terms will be governed and construed in accordance with the laws of the State of California, excluding its conflicts of law rules. If a lawsuit or court proceeding is permitted under these Terms, then you and the Company agree to submit to the personal and exclusive jurisdiction and venue of the state and federal courts located within Santa Clara County, California.

Contact Information

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