

Helios Office Management System Terms of Service (ToS)

By using the Helios Office Management System, you are agreeing to be bound by the following terms and conditions herein referred to as (“Terms of Service”).

All terms subject to change with notice. Additional features augmenting the current service, including the release of new tools, third party applications, design upgrades, functional changes and resources, shall be subject to the Terms of Service.

Continued use of the Helios Office Management System after any changes have been implemented, shall constitute consent to such changes.

Definitions:

1. Core Helios Office Management System refers to the standard features provided within the Helios system. This does not include any third party application or APIs or any other application that is used in conjunction with the system.
2. Billing Cycle refers to the time period of one month starting on the first day of every month.
3. Account Owner refers to the registered person who agreed to the terms and conditions of the Helios System Account.
4. Helios System Corporate office is 3208 E Colonial Dr #282, Orlando, FL 32803

General Terms:

1. Use of the Helios Office Management System is at your sole risk. The service is provided on an “as is” and “as available” basis.
2. Provision of full legal full name, and a valid email address are required to signup for the service.
3. You are responsible for maintaining the security of your account and password. Helios Office Management and/or its developers are not liable for any loss or damage from your failure to comply with this security obligation.
4. You are responsible for all Content, activity and files within your account. This includes content posted by third parties such as staff, clients, etc)
5. Free accounts may be served ads.
6. You may not use the Helios Office System for any illegal or unauthorized purposes.
7. Any illegal activity, as considered illegal by the laws on the United States of America, shall constitute immediate account suspension.
8. You may not violate any copyright laws.
9. Helios Office Management and/or its developers are not responsible for lost or stolen information.
10. Helios Office Management and/or its developers shall, to the best of their abilities, maintain backup and security protocols. However, it is the responsibility of the account owner to maintain paper copies of any documents deemed valuable to the organizational infrastructure. Helios Office Management and/or its developers are not responsible for any lost information of any kind. You expressly understand and agree that Helios Office Management and/or its developers shall not be liable 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 resulting from your use of the Helios Office Management System, an API or third-party products that access data to the system.
11. Helios Office Management and/or its developers reserve the right to suspend an account at any time. Account suspension may occur due to system abuse or excessively traffic. Helios Office Management and/or its developers shall make a reasonable attempt via email to warn the account owner prior to suspension.

12. Helios Office Management and/or its developers reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice.
13. Prices of all services, including but not limited to monthly subscription plan fees to the service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Helios Office Management itself.
14. Helios Office Management and/or its developers shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the service.
15. Technical support is only available via email.
16. Account holders understand that Helios Office Management and/or its developers use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the service and thus can not be held responsible for data loss or service interruptions.
17. Helios Office Management and/or its developers are not responsible for any business losses associated with suspension, cancellation, interruption or discontinuation of the service at any time. This includes, but is not limited to, financial loss to a business in the event of such a suspension, cancellation, interruption or discontinuation of service.
18. We may, but have no obligation to, remove content and accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
19. You understand that the technical processing and transmission of the Helios Office Management Service, including your content, is being transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. As such, Helios Office Management and/or its developers are not responsible for the security of your data at any point in time.
20. You may not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.
21. You must not transmit any worms or viruses or any code of a destructive nature.
22. If account bandwidth usage exceeds 250 MB/month, or significantly exceeds the average bandwidth usage (as determined solely by Helios Office Management and/or its developers) Helios Office Management reserves the right to immediately disable your account.
23. Helios Office Management and/or its developers do not warrant that (i) the Helios Office Management system will meet your specific requirements, (ii) the Helios Office Management system will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Helios Office Management system will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Helios Office Management system will meet your expectations, and (v) any errors in the Helios Office Management system will be corrected.
24. You expressly understand and agree that Helios Office Management and/or its developers shall not be liable 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 Helios Office Management and/or its developers have been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Helios Office Management system; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the Helios Office Management system.
25. The Terms of Service constitutes the entire agreement between account holder, users and 37signals and govern your use of the Service, superceding any prior agreements between you and Helios Office Management (including, but not limited to, any prior versions of the Terms of Service).
26. A cookie is a small amount of data, which often includes an anonymous unique identifier that is sent to your browser from a web site's computers and stored on your computer's hard drive. Helios Office

Management will use such a cookie to assure the system runs smoothly. You hereby allow Helios Office Management and/or its developers to place cookies on your computer.

Payment Terms:

1. A valid credit card is required for setting up any new account.
2. If you initially sign up for any free account, and you don't cancel that account within 30 days, you will be billed the monthly service fee starting no later than 30 days from the initial signup. If you cancel prior to the 30th day, you will not be charged.
3. Payment for the service is due on the 1st day of every month, after your account was initially created. Depending on the initial signup date, first month payment may be prorated on a daily basis.
4. The core Helios Office Management System service billing cycle is month to month and is billed in advance on a monthly basis. Additional fees, including but not limited to usage, overages and third party applications will be billed retroactively upon conclusion of the month of usage. All billing will occur within 5 calendar days of completion of billing cycle.
5. Any payments made toward usage of a given billing cycle are non-refundable. There are no refunds or credits for partial months of neither service, nor refunds for months unused with an open account.
6. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Account owner shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.

Cancellation, Termination, Additional Fees & Terms:

1. Account owner is solely responsible for properly canceling Helios Office Management account. An email or phone request to cancel your account is not considered cancellation. All cancellations need to be provided in writing with an original signature and an effective date either faxed or mailed to the Helios Office Management System Corporate Office.
2. Upon cancellation, all content will be immediately deleted from the Service. This information can not be recovered once your account is cancelled.
3. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.
4. Helios Office Management and/or its developers at its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the service, for any reason at any time. Such termination of the service will result in the deactivation or deletion of your account or your access to your account, and the forfeiture and relinquishment of all content in your account.
5. Helios Office Management and/or its developers reserve the right to refuse service to anyone for any reason at any time.

Copyright and Content Ownership

1. All content posted on the Helios Office Management must comply with U.S. copyright law. Helios Office Management and/or its developers are not responsible for any copyright infringements and reserve the right to remove any content in question. Helios Office Management and/or its developers do not pre-screen content, but have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Helios Office Management service.
2. Helios Office Management and/or its developers claim no intellectual property rights over the material provided to the Helios Office Management system.
3. Account owner and account users hereby understand and agree that having your pages shared publicly, allows others to view and share your Content.

Helios Office Management Privacy Policy

Helios Office Management collects the e-mail addresses of those who communicate with the Helios Office Management system via e-mail and/or aggregate information. The information collected is not shared with or sold to other organizations for commercial purposes, except:

1. It is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of the terms of service or as otherwise required by law.
2. We transfer information about you if Helios Office Management is acquired by or merged with another company. In this event, Helios Office Management will notify you before information about you is transferred and becomes subject to a different privacy policy.
3. Helios Office Management uses collected information for the following general purposes: products and services provision, marketing, billing, identification and authentication, services improvement, contact, and research.
4. Helios Office Management may disclose personally identifiable information under special circumstances, such as to comply with subpoenas or when the terms and conditions need to be enforced.