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Terms of Service

Abstract

Helio Sector's Terms of Service govern the use of our cybersecurity, IT support, migration, and software development services. They outline Authorized Users' rights, responsibilities, and limitations while ensuring compliance, security, and transparency in a rapidly evolving digital landscape.

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support@heliosector.com

03/21/2025

V2.0

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1. Helio Sector Terms of Service

Effective: March 21, 2025, Version 2.0

These Terms and Conditions (“Agreement”) govern the relationship between Helio Sector (“we,” “us,” “our”) and you (“Authorized User,” “you”), collectively the “Parties,” for the use of our technology, cybersecurity, IT support, migration, and software development services (“Services”). By clicking the acceptance button, accessing our website at <https://heliosector.com> (“Site”), or using any part of the Services, you agree to be bound by this Agreement, our Privacy Policy at <https://heliosector.com/privacy-policy>, and our Acceptable Use Policy (AUP) at <https://heliosector.com/aup>. If you disagree, select the non-acceptance option, and we will cancel your access; you may not use the Services. All terms are subject to change with notice as outlined in Section 14.

A) Service Terms and Limitations

i. Description of Services

Helio Sector provides Services including cybersecurity (e.g., managed detection and response, threat hunting), IT migrations (e.g., platform transitions), software development (e.g., custom applications), Microsoft 365 support, compliance auditing, security training, disaster recovery, and general advisory services (e.g., Advice Services, Content Services). You may access one or more Services via the Site, third-party Service Provider websites, or in-person/telephone support. This Agreement applies to all Services you use.

ii. Service Terms

Cybersecurity and IT evolve rapidly; our Services provide general guidance, not legal assurance or a substitute for your compliance obligations. You remain responsible for adhering to applicable laws. We may modify, suspend, or discontinue Services—or limit Authorized Users—at our discretion with notice.

iii. Intellectual Property

We own all rights, titles, and interests in the Site, Services, and underlying systems protected by intellectual property laws. You receive a non-transferable, non-sublicensable, revocable license to use the Services, subject to this Agreement and timely fee payment (if applicable). Their terms govern third-party or Sponsoring Organization content.

iv. Accessibility

Services may be unavailable due to (i) unpaid fees, (ii) equipment/network issues, (iii) scheduled maintenance, or (iv) force majeure events (e.g., natural disasters, cyberattacks beyond our control). We aim to meet WCAG 2.1 accessibility standards, though interruptions may occur. We’re not liable for such disruptions.

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v. Equipment and Facilities

You're responsible for all hardware, software, and connectivity needed to use the Services. For on-site Services, you must provide safe access to premises and equipment.

vi. Sources

Some Services may come from third-party Service Providers or Sources. We facilitate these but don't warrant their accuracy or assume liability. You agree to their terms alongside ours.

vii. Sponsoring Organization Resources

Resources from Sponsoring Organizations are not Services and fall outside this Agreement. We're not responsible for their availability or functionality.

viii. Authorized Users

Authorized Users are: (i) account holders; (ii) site visitors; (iii) employees authorized by their organization; or (iv) representatives of Sponsoring Organizations. You grant us a non-exclusive, royalty-free, worldwide license to use uploaded content for Service delivery and anonymized analytics. You must ensure content is accurate and malware-free; we may remove it if problematic. Content is retained for 6 months post-termination.

ix. Pricing

Fees for Services or Buy-Up solutions may change with 10 days' notice. You may accept new pricing or terminate before it applies. Subscriptions auto-renew unless canceled 30 days prior via support@heliosector.com. Refunds are not typically issued, except as required by law or at our discretion.

x. Service Levels

We target 99.9% uptime for online Services and a 24-hour initial support response, subject to Section 1(d) limitations.

B) Limitations

i. Security

You're responsible for securing your account and content. Report unauthorized access to support@heliosector.com immediately. You indemnify us against losses from such breaches.

ii. Confidentiality

We protect your confidential data, disclosing it only to Service Providers as needed or if required by law, to enforce this Agreement, or protect our rights. We may use anonymized data for analytics, per our Privacy Policy. Internet transmissions (e.g., IP addresses) lack full confidentiality.

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iii. Service Providers

Service Providers may deliver Services; their Advice Services don't create ongoing relationships or conflict obligations. We're not liable for their actions.

iv. No Guarantees

We don't guarantee specific outcomes (e.g., compliance, breach prevention). You assume all risks from using the Services.

v. Helio Not a Re-Seller

Buy-Up solutions are your choice; we facilitate but aren't responsible for their execution or refunds.

vi. No Insurance Notice

Using Services isn't an insurance claim notice. Contact your insurer for claims reporting.

vii. No Agency or Legal Services

We're independent contractors, not your agent or legal counsel. Services aren't legal advice; consult an attorney for legal matters.

viii. No Insurance Advice

Services offer pre-claim risk support, not insurance guidance. Contact your broker for coverage questions.

ix. Third-Party Resources

Content from third parties isn't covered by this Agreement; we're not liable for it.

x. Limited License

Your license is personal and non-exclusive. You may not: (i) copy, modify, or distribute Services; (ii) reverse engineer them; (iii) bypass security; or (iv) use them competitively. See Section 4 for full restrictions.

xi. Data Backup

We perform routine backups. If data is lost due to our Services, we'll attempt restoration from the latest backup as your sole remedy. You own your data; post-termination, we'll provide an export option for 30 days, where feasible.

C) Authorized User Representations

You warrant: (i) you're over 18 with authority to bind your organization; (ii) your information is accurate; (iii) you'll comply with this Agreement and our AUP; (iv) you're not a competitor; (v) you won't submit sensitive data (e.g., PII, PHI) without safeguards. We may terminate access for violations without a refund.

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D) Prohibited Uses

See our AUP at <https://heliosector.com/aup> for detailed rules. You may not: (i) upload unlawful/harmful content; (ii) infringe IP rights; (iii) harass Sources or Providers; (iv) disrupt Services; or (v) violate laws. We may suspend/terminate access for breaches.

E) Termination

This Agreement starts upon acceptance and continues until terminated. We may suspend or end Services at our discretion with notice. You may terminate with 30 days' notice to support@heliosector.com, subject to fees owed.

F) Privacy Policy

You agree to our Privacy Policy at <https://heliosector.com/privacy-policy>, which governs data use and may involve Service Providers tracking usage data (e.g., location, cyber incidents). You're responsible for user complaints about data collection.

G) Limitations of Liability

We, our Service Providers, and affiliates aren't liable for indirect, punitive, or consequential damages from Service use. Total liability won't exceed fees paid in the prior 12 months, or \$100 if none. Your sole remedy for dissatisfaction is termination. Some states may limit this.

H) Disclaimer of Warranties

Services are "as is." We don't warrant uninterrupted or error-free operation, or specific results. No implied warranties (e.g., merchantability) apply. You assume all risks. Some states may limit this.

I) User Warranties

You warrant that data from Services won't be used unlawfully and that you're authorized to request it.

J) Indemnification

You indemnify us and Service Providers against claims from your breach of this Agreement, Service use, or prohibited actions, including legal fees.

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K) Dispute Resolution

Disputes are settled by binding arbitration in Idaho Falls, Idaho, under AAA rules, with a single arbitrator. You may opt out within 30 days via support@heliosector.com; small claims are exempt. Each Party bears its costs, sharing arbitrator fees equally. Courts may enforce awards or grant equitable relief.

L) Export Law

You'll comply with U.S. and applicable export laws regarding Services and data.

M) Security

We implement robust physical, technical, and administrative safeguards, though no system is 100% secure.

N) Changes to These Terms

We may update this Agreement upon posting at <https://heliosector.com/terms> with a new date. Review periodically as required.

O) Governing Law, Venue, and Fees

Idaho law governs this Agreement. The courts in Idaho Falls, Idaho, have jurisdiction. The prevailing Party in disputes recovers reasonable attorney's fees.

P) Contact

Questions? Reach us at support@heliosector.com or <https://heliosector.com/contact>.

2. REVISIONS

V1.0	-	Original Release of the Document	June 2020
V2.0	-	Review of the Privacy Policy and Updates	March 2025

Changes

Version 2.0 – March 21, 2025

- **Updated Effective Date and Versioning:** Changed from "April 2020" to "Effective: March 21, 2025, Version 2.0" and added a revision log for clarity and modernity.
- **Standardized Website URLs:** Unified all references to <https://heliosector.com> (e.g., /terms, /privacy-policy, /contact, /aup) for consistency, replacing mixed formats.
- **Clarified Service Description:** Specified Services in Section 1(a) as “cybersecurity (e.g., MDR, threat hunting), IT migrations, software development, Microsoft 365 support,” replacing vague terms like “general advisory services.”
- **Softened Refund Policy:** Revised Section 1(i) from “HELIO DOES NOT ISSUE ANY REFUNDS” to “Refunds are not typically issued, except as required by law or at our discretion,” aligning with consumer protection laws.
- **Integrated Privacy Policy Precedence:** Added to Section 6: “In case of conflict, the Privacy Policy governs data collection, use, and protection,” ensuring alignment with GDPR/CCPA.
- **Adjusted Liability Limitation:** Updated Section 7 to cap liability at “fees paid in the prior 12 months, or \$100 if none,” replacing the narrower “one month period” for broader applicability.
- **Added Arbitration Flexibility:** Modified Section 11 to include an opt-out clause (“within 30 days”) and small claims exemption, enhancing user fairness per modern ToS standards.
- **Added Service Level Agreements (SLAs):** Introduced Section 1(j): “We target 99.9% uptime and 24-hour support response,” defining service expectations.
- **Included User Termination Rights:** Expanded Section 5: “You may terminate with 30 days’ notice to support@heliosector.com,” balancing Helio’s termination rights.
- **Incorporated Data Ownership and Portability:** Added to Section 2(k): “You retain ownership of your data; we’ll provide an export option for 30 days post-termination,” meeting CCPA/GDPR expectations.
- **Referenced Acceptable Use Policy (AUP):** Linked to <https://heliosector.com/aup> in Sections 1 and 4, reducing redundancy and ensuring compliance with prior AUP (02/27/2025).
- **Detailed Force Majeure:** Expanded Section 1(d): “Force majeure includes acts of God, war, pandemics, or cyberattacks,” clarifying exemptions.
- **Added Subscription Renewal Terms:** Included in Section 1(i): “Subscriptions auto-renew unless canceled 30 days prior,” complying with FTC rules.
- **Committed to Accessibility:** Added to Section 1(d): “We strive to meet WCAG 2.1 standards,” addressing ADA expectations.
- **Improved Title and Intro Clarity:** Retitled to “Helio Sector Terms of Service” and revised intro for formal structure, fixing typos (e.g., “thirdparty” to “third-party”).
- **Corrected Typographical Errors:** Fixed “Helio” to “Helio’s,” “provide” to “provided,” “(lii)” to “(iii),” “\$100%” to “100%” across sections.

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- **Enhanced Confidentiality Exceptions:** Added to Section 2(b): “We may use anonymized data for analytics, per our Privacy Policy,” aligning with privacy practices.
- **Strengthened Security Language:** Revised Section 13 to “robust safeguards,” replacing vague “industry standards” and fixing “\$100%” typo, reflecting MSSP credibility.