

Helfzen Terms of Service

Last updated: July 28, 2026

These Terms of Service (the "**Terms**") govern access to and use of the Helfzen platform (the "**Service**") provided by **Helfzen Enterprises LLC** ("**Helfzen**", "**we**", "**us**"). By creating an account, accessing the Service, or signing an order form that references these Terms, you agree to them.

The Service is sold to businesses. Our customer is the organization — a home care agency or billing company (the "**Customer**") — and the people who use the Service are that organization's authorized personnel ("**Users**"). Where these Terms say "you", they mean the Customer, and the individual accepting them represents that they are authorized to bind it.

1. The Service

Helfzen is a collections workspace for home care billing: software that helps an agency work the follow-up on claims it has already billed, record and attribute payments, import remittance advice, and reconcile deposits against payments.

1.1 These Terms cover the software platform. Helfzen Enterprises LLC also provides billing and revenue-management **services** — including working claim follow-up and appeals on an agency's behalf and, where we are separately engaged to do so, submitting or resubmitting claims to payers. **Those services are not provided under these Terms.** They are governed by a separate written services agreement and statement of work, which sets out their scope, the authority you grant us, each party's compliance responsibilities, records retention, and the fees for that work. Where you have engaged us for services, that agreement governs the services and these Terms continue to govern your use of the platform. **Nothing in the list below describes or limits those services.**

What the Service is not, stated so expectations are set correctly:

- **The platform is not a billing or claims-submission system**, and it does not replace one. Claims are submitted through your own billing system or clearinghouse — or, where you have separately engaged us to do so, by us under the services agreement described in §1.1.
- **It does not move money.** The Service contains no payment-initiation, transfer, or funds-disbursement capability of any kind. Where it connects to a bank or accounting system it does so **read-only**.
- **It does not provide medical, legal, accounting, tax, or financial advice**, and nothing it displays is such advice.
- **It does not guarantee that any receivable will be collected.** Outcomes depend on payers, on the underlying claims, and on the work your team does.

We may improve, change, or discontinue features. We will not make a change that materially reduces the Service's core functionality during a paid term without notifying you.

2. Accounts and eligibility

2.1 You must be at least 18 and using the Service for business purposes. The Service is not offered to consumers.

2.2 Accounts are individual. **Shared logins are not permitted** — attribution in the audit record is only meaningful if each account belongs to one person.

2.3 You are responsible for your Users' access: for granting the right roles, for removing access promptly when someone leaves, and for the acts and omissions of anyone using your account.

2.4 Keep credentials confidential. **Notify us immediately at info@helfzen.com if you believe an account has been compromised.**

2.5 **The Service requires multi-factor authentication of organization administrators, and offers it to every other User.** Sign-in is by password and a signed session cookie; in addition, a User holding the

administrator role must present a one-time code from an authenticator app before any session is issued, and cannot opt out. Other roles may enable the same protection and are encouraged to, but are not required to. We say so here because you should factor it into how you provision access: **granting someone the administrator role now obliges them to enrol a second factor before they can use the Service.** Recovery codes are issued at enrolment, and an administrator may reset another member's second factor — but never their own — with the act recorded in the audit log. The Service does not offer hardware security keys, passkeys, or SMS codes as second factors.

3. Acceptable use

You will not, and will not permit anyone to:

1. Access the Service other than through the interfaces we provide, or attempt to reach another organization's data;
2. Reverse engineer, decompile, or attempt to derive source code, except where that restriction is unenforceable by law;
3. Probe, scan, or test the vulnerability of the Service, or bypass any authentication, rate limit, or access control, **without our prior written permission** — if you want to test us, ask, and we will talk about scope;
4. Upload malicious code, or anything unlawful, infringing, or that you lack the right to provide;
5. Use the Service to send unlawful communications, including messages that violate applicable anti-spam or telemarketing law;
6. Resell, sublicense, or provide the Service to a third party as a service bureau, except that a billing company acting for its client agencies may use it for that purpose under its own account;
7. Use the Service to develop a competing product, or to benchmark it publicly without our consent;
8. Exceed a plan's stated user or usage limits, or share a single seat among multiple people.

We may suspend access without notice where necessary to protect the Service, other customers, or a third party — for example a live security threat, or a legal requirement. We will tell you why as soon as we reasonably can, and restore access when the cause is resolved.

4. Your data

4.1 You own it. All data you or your Users put into the Service, and all data the Service imports on your instruction — invoices, payments, remittances, bank transactions, notes, files, and everything derived from them — is **your Customer Data**. We claim no ownership of it.

4.2 What you grant us. A limited, non-exclusive licence to host, store, process, transmit, display, and back up Customer Data **solely to provide, secure, and support the Service for you**, and to comply with law. That licence ends when the data is deleted.

4.3 What we will not do with it. We will not **sell, rent, license, or trade** your Customer Data. We will not use it for advertising. **We will not use it to train machine-learning models**, and we will not use it to build or improve a product for anyone other than you. There is no anonymized-aggregate carve-out to these commitments.

4.4 Your responsibilities for the data you provide. You represent that you have the right to provide the Customer Data to us and to have it processed as contemplated here — including any consent or authorization required from patients, payers, or your own staff — and that doing so does not violate any law or agreement binding on you.

4.5 Protected health information. The Service processes healthcare **billing** information. **If Customer Data will include protected health information as defined by HIPAA, a Business Associate Agreement must be executed between us before that data is placed into the Service.** Absent an executed Business Associate Agreement, **you must not upload protected health information**, and we do not accept it. See the Privacy Policy §12.

4.6 Privacy. Our handling of personal information is described in the **Privacy Policy** at helfzen.com/privacy, which is incorporated into these Terms.

4.7 Feedback. If you send us suggestions, we may use them without obligation or compensation. Feedback is not Customer Data and is not confidential.

5. Third-party services

5.1 What they are. The Service can connect, at your instruction, to third-party services — including **Plaid** (bank connectivity), **Intuit / QuickBooks Online**, **Google** (sign-in and email sending), and your own agency management system such as HHAeXchange. Each is optional; the Service functions without them.

5.2 They are governed by their own terms. When you connect one, you authorize us to access it on your behalf, and **that provider's own terms and privacy policy govern its handling of your information.** We are not responsible for a third-party service's availability, accuracy, security, or acts.

5.3 Bank credentials. Where you connect a bank account, **your bank credentials are entered into Plaid's interface, not ours. Helfzen never receives, transmits, or stores your bank username or password.** Plaid's end user privacy policy is at <https://plaid.com/legal/#end-user-privacy-policy>.

5.4 Read-only. Our connections to your bank and accounting systems are read-only. The Service cannot initiate a payment, transfer, or withdrawal, and no such capability exists in it.

5.5 Your own systems. Where you run our exporter tool against your own agency management system, you do so under your own credentials and subject to your own agreement with that vendor. **You are responsible for confirming that you are permitted to extract your data that way.**

6. Fees

6.1 Fees, the plan, the billing period, and any usage limits are as set out in the order form, subscription plan, or written agreement between us. These Terms do not themselves set a price.

6.2 Unless that agreement says otherwise: fees are stated in US dollars, are invoiced in advance for the period, are due on the stated terms, and are non-refundable except where these Terms expressly provide otherwise or the law requires it.

6.3 Fees are exclusive of taxes; you are responsible for taxes other than those on our income.

6.4 We may change fees on renewal with at least 30 days' notice before the renewal date. A price change never applies mid-term.

6.5 We may suspend the Service for non-payment after giving notice and a reasonable opportunity to cure. Suspension is not deletion — your data is retained during a suspension, subject to §8.

7. Confidentiality

7.1 Each party may receive confidential information of the other. Each will protect it with at least reasonable care, use it only to perform under these Terms, and disclose it only to personnel and service providers who need it and are bound to protect it.

7.2 Excluded: information that is public through no fault of the recipient, was already known without a duty of confidence, is independently developed, or is lawfully received from a third party.

7.3 Disclosure compelled by law is permitted, with notice to the other party where legally allowed.

7.4 Customer Data is your confidential information, whether or not marked.

8. Term, termination, and what happens to your data

8.1 These Terms run from your first use of the Service until terminated. A subscription term and its renewal are as stated in your order form.

8.2 You may terminate at the end of the then-current term, or immediately if we materially breach and do not cure within **30 days** of written notice.

8.3 We may terminate at the end of the then-current term; immediately if you materially breach and do not cure within **30 days** of notice; immediately for non-payment after the cure period in §6.5; or immediately if

required by law or to prevent material harm.

8.4 On termination:

1. Access to the Service ends;
2. **You may request an export of your Customer Data, and you have 30 days from termination to take it.** Ask at info@helfzen.com;
3. **We delete your Customer Data within 30 days after that export window closes** — or sooner if you ask — as described in the Privacy Policy §7;
4. Data may persist in our provider's backups until the backup window passes; it is not accessible in the Service and is not used;
5. Fees accrued before termination remain payable.

8.5 Ask for your export before you need it. We will not withhold your data, but we cannot restore an account we have already deleted.

8.6 Sections 4.1, 4.3, 6 (accrued fees), 7, 9, 10, 11, 12, 16 and 17 survive termination.

9. Warranties

9.1 Each party warrants that it has the authority to enter into these Terms.

9.2 We warrant that we will provide the Service with reasonable skill and care, and that we will not materially reduce its security protections during a paid term.

9.3 EXCEPT AS EXPRESSLY STATED, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", AND WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9.4 **We do not warrant** that the Service will be uninterrupted or error-free; that it will detect every match, discrepancy, or error in your data; that any receivable will be collected; or that data received from a third-party service is accurate or complete. **The Service presents information for your team to act on; it does not replace their judgement, and financial and clinical decisions remain yours.**

9.5 **No compliance certification is claimed.** We hold no SOC 2 report, have commissioned no independent audit or penetration test, and — absent an executed Business Associate Agreement — make no representation of HIPAA compliance. Our current security posture is described in the Privacy Policy §9 and is available in more detail on request.

10. Limitation of liability

10.1 NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, OR LOST OR CORRUPTED DATA, however caused and on any theory of liability, even if advised of the possibility.

10.2 EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS IS LIMITED TO THE FEES PAID OR PAYABLE BY YOU TO US IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3 These limits do not apply to: your payment obligations; either party's breach of §7 (Confidentiality); your breach of §3 (Acceptable use); or liability that cannot be limited by law.

11. Indemnification

11.1 **We will defend you** against a third-party claim that the Service, as provided by us and used as permitted, infringes that third party's intellectual property rights, and will pay damages finally awarded or amounts we agree in settlement.

11.2 **You will defend us** against a third-party claim arising from Customer Data or your use of the Service in breach of these Terms or of law — including a claim that you lacked the right to provide the data, or that its processing violated a patient's, payer's, or employee's rights.

11.3 Each is conditioned on prompt notice, sole control of the defense by the indemnifying party, and reasonable cooperation.

12. Publicity

We will not use your name or logo publicly without your prior written consent.

13. Suspension for security

We may suspend an account or a specific integration immediately where we reasonably believe it is necessary to protect the Service, your data, or another customer's data — including a suspected credential compromise. **We will tell you promptly and restore access when the risk is addressed.** Nothing here reduces our incident-notification commitment in the Privacy Policy §10.

14. Modifications to these Terms

14.1 We may update these Terms. For a material change we will give at least **30** days' notice by email to account administrators or in the product before it takes effect.

14.2 Continuing to use the Service after a change takes effect means you accept it. **If you do not accept a material change, you may terminate before its effective date and receive a pro-rata refund of prepaid fees for the unused remainder of the term.**

14.3 The current version is always at helfzen.com/terms, with the "Last updated" date at the top.

15. Assignment; entire agreement; severability

15.1 Neither party may assign these Terms without the other's consent, except to a successor in a merger or a sale of substantially all assets, on notice.

15.2 These Terms, the Privacy Policy, and any order form are the entire agreement between us on their subject matter, and supersede prior discussions. **Where an order form conflicts with these Terms, the order form controls for that Customer.**

15.3 If a provision is unenforceable, it is limited to the minimum extent necessary and the rest remains in effect.

15.4 No waiver of a breach waives any other. Neither party is liable for a delay caused by an event beyond its reasonable control.

15.5 The parties are independent contractors. There is no partnership, joint venture, or employment relationship. There is no third-party beneficiary.

16. Governing law and disputes

16.1 Governing law. These Terms are governed by the laws of the State of **New York**, without regard to its conflict-of-laws rules. The UN Convention on Contracts for the International Sale of Goods does not apply.

16.2 Venue. The state and federal courts located in **Kings County (Brooklyn), New York** have exclusive jurisdiction, and each party consents to that venue.

17. Notices and contact

Company	Helfzen Enterprises LLC
Postal address For legal notices	7 Fringe Ct, Nanuet, NY 10954
Email Legal notices, support, security, and privacy	info@helfzen.com

Notices to you go to the email address of your account administrators. Notice by email is effective when sent, absent a delivery failure.

See also: [Privacy Policy](#)