Helfzen Terms of Service

Last updated: November 18, 2026

These Terms of Service (the "**Terms**") are the agreement between Helfzen Enterprises LLC, a New York limited liability company of 7 Fringe Ct, Nanuet, NY 10954 ("**Helfzen**"), and the organization that accepts them ("**Customer**"). Each is a "Party." Customer accepts these Terms by signing an Order, by creating an account, by accessing the Services, or by placing an Order in any other way described in Section 1(f). The date Customer first accepts them is the "**Effective Date**"; where the first Order is signed by both Parties, the Effective Date is the date of the last signature on it. The individual accepting represents that they are authorized to bind Customer.

These Terms set the terms on which Helfzen provides its billing and collections software. The commercial terms of each engagement — services, scope, dates, term and fees — are set out in an Order. These Terms are accepted once; each new or expanded engagement is a new Order under them. Further commitments on service levels and on security and compliance are set out in Addenda, which apply only where an Order states that they are attached.

The Services are sold to businesses — home care agencies and billing companies — and are not offered to consumers.

1. DEFINITIONS

*(a) "***Authorized User***" — an employee or contractor of Customer with a unique named account on the Platform.*

*(b) "***BAA***" — the Business Associate Agreement between the Parties, which governs Protected Health Information ("PHI") as defined at 45 C.F.R. § 160.103.*

*(c) "***Billing Start Date***" — the date from which fees begin to accrue, as stated in or determined under the Order. If the Order states no Billing Start Date, it is the Effective Date.*

*(d) "***Customer Data***" — all data Customer submits to, or that Helfzen ingests on Customer's behalf into, the Platform, including PHI relating to Customer's patients.*

*(e) "***HIPAA***" — the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations at 45 C.F.R. Parts 160 and 164, as amended.*

*(f) "***Order***" — any of the following, each of which incorporates these Terms: (i) an order form or other written agreement between the Parties; (ii) completing sign-up or onboarding in the Platform, including the pricing shown there; (iii) confirming pricing, a plan, an upgrade, an add-on or another paid feature in the Platform, or accepting Helfzen's written quote by email; or (iv) turning on or using a paid feature after its price was shown to Customer in the Platform. Pricing the Parties agree by phone, in a meeting or otherwise orally is also an Order, binding from when it is agreed. Helfzen will record it in the Platform or by email; that record is evidence of the Order, not a condition of it, and if Customer does not object in writing within ten (10) days after the record is made available, the record is conclusive as to what was agreed. An Order sets out the services, scope, dates, term and fees for an engagement. These Terms do not themselves set a price.*

*(g) "***Payer Contract***" — a distinct payer, plan or program under which Customer bills, as identified in or scoped by an Order.*

*(h) "***Platform***" — Helfzen's hosted billing and collections workspace and its related interfaces, connectors and reporting.*

*(i) "***Services***" — access to the Platform together with the implementation, training and support described in these Terms and the applicable Order.*

*(j) "***Subprocessor***" — a third party engaged by Helfzen that stores, processes or transmits Customer Data.*

*(k) "***Addendum***" — a Helfzen addendum to these Terms, including the Service Level Addendum and the Security and Compliance Addendum, that applies only where an Order states that it is attached.*

2. SERVICES, ORDERS AND IMPLEMENTATION

2.1 Grant and reservation of rights. Subject to these Terms, Helfzen grants Customer a non-exclusive, non-transferable, non-sublicensable right during the term to access and use the Platform for Customer's internal business purposes, and will provide the Services described in each Order. Helfzen and its licensors retain all right, title and interest in and to the Platform and the Services — including all software, designs, user interfaces, workflows, documentation and other intellectual property — and no rights are granted to Customer except as expressly stated in these Terms.

2.2 Orders. Each Order is incorporated into and governed by these Terms. Where an Order expressly conflicts with these Terms, the Order prevails as to that conflict and that Order only. Terms in any Customer purchase order or vendor portal have no effect.

2.3 Scope, metered charges and overage. The Order states the included Payer Contracts, Authorized Users and storage, together with any metered or per-unit rates.

(a) **Metered charges.** *Where the Order prices an item on a metered, usage or per-unit basis, that usage is the agreed basis of charge. Helfzen invoices it as incurred in the ordinary billing cycle and no advance notice of individual charges is required.*

(b) **Overage above an included allowance.** *Use beyond an allowance included in the Order is permitted and is charged at the Order rates. Helfzen will notify Customer when an included allowance is first exceeded, and will make Customer's current usage against each allowance available on request. Helfzen will not invoice overage for any period ending more than sixty (60) days before that notice.*

2.4 Implementation and go-live. Helfzen will implement the Services as described in the Order and will use commercially reasonable efforts to meet any target go-live date stated in it. Go-live occurs on the earlier of (a) Helfzen's written notice that the items stated in the Order are in place, which stands unless Customer identifies in writing within five (5) business days an item that is not, in which case go-live occurs when Helfzen resolves it and re-notifies; and (b) Authorized Users' first use of the Services in the ordinary course of Customer's operations, as distinct from training, configuration or testing. A target go-live date extends day for day for delay attributable to Customer, provided Helfzen notifies Customer of the outstanding dependency within five (5) business days of it arising; any outer limit on the Billing Start Date stated in the Order does not move.

2.5 Custom development. Work outside an Order is performed only under a written change order signed by both Parties. Intellectual property in custom development vests in Helfzen, and Customer receives the same right to use it as it has in the Platform generally.

2.6 Changes to the Platform. Helfzen may modify and improve the Platform provided no change materially reduces core functionality during a paid term. Features identified as beta or preview are provided as-is and are excluded from Section 7 and from any Service Level Addendum.

2.7 What the Platform is and is not. The Platform 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.

(a) **It is not a billing or claims-submission system***, and it does not replace one. Claims are submitted through Customer's own billing system or clearinghouse — or by Helfzen only under a separate agreement described in Section 3.3.*

(b) **It does not move money.** *The Platform 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***.*

(c) **It does not provide medical, legal, accounting, tax or financial advice***, and nothing it displays is such advice.*

(d) **It does not guarantee that any receivable will be collected** *(Section 10.3).*

2.8 Third-party services. The Platform can connect, at Customer's instruction, to third-party services — including **Plaid** (bank connectivity), **Intuit / QuickBooks Online**, **Google** (sign-in and email sending), and Customer's own agency management system such as HHAeXchange. Each is optional; the Platform functions without them.

(a) **They are governed by their own terms.** *When Customer connects one, Customer authorizes Helfzen to access it on Customer's behalf, and* **that provider's own terms and privacy policy govern its handling of Customer's information.** *Helfzen is not responsible for a third-party service's availability, accuracy, security or acts.*

(b) **Bank credentials.** *Where Customer connects a bank account,* **bank credentials are entered into Plaid's interface, not Helfzen's. Helfzen never receives, transmits, or stores a bank username or password.** *Plaid's end user privacy policy is at https://plaid.com/legal/#end-user-privacy-policy.*

(c) **Read-only.** *Helfzen's connections to Customer's bank and accounting systems are read-only. The Platform cannot initiate a payment, transfer or withdrawal, and no such capability exists in it.*

(d) **Customer's own systems.** *Where Customer runs Helfzen's exporter tool against its own agency management system, it does so under its own credentials and subject to its own agreement with that vendor.* **Customer is responsible for confirming that it is permitted to extract its data that way.**

3. CUSTOMER RESPONSIBILITIES

3.1 Data and access. Customer will provide, or authorize Helfzen to obtain, the billing and collections data required to deliver the Services, including exports from or programmatic access to third-party systems such as HHAeXchange. Customer represents it is entitled to grant that access and that doing so breaches no agreement with a third-party system provider. Customer is responsible for the accuracy and completeness of source records originating in its systems, and Helfzen is not responsible for outcomes arising from data it received inaccurate, incomplete or late. Customer represents that it has the right to provide Customer Data to Helfzen and to have it processed as these Terms contemplate, including any consent or authorization required from patients, payers or Customer's own staff.

3.2 Scope of the Services. The Services under these Terms are software. Customer retains sole responsibility and sole decision-making authority for all billing, claims, collection and write-off activity and for compliance with payer rules and applicable law.

3.3 Separate services. Helfzen or an affiliate may provide billing, collections or other operational services under a separate written agreement. Those services are governed by that agreement, not this one, and nothing in Section 3.2 restricts Helfzen from offering them.

3.4 Accounts and acceptable use. Customer will keep credentials confidential, maintain a unique named account per Authorized User, prohibit credential sharing, and promptly deactivate departing users. Customer is responsible for its Authorized Users' acts and omissions. Customer will not reverse engineer, decompile or create derivative works of the Platform; copy or imitate its design, user interface, workflows or documentation; access or use the Services to develop, or assist a third party in developing, a product or service that competes with the Platform; resell or provide it to third parties as a service bureau, except that a billing company acting for its client agencies may use the Services for that purpose under its own account; use it to store or transmit unlawful material; or circumvent usage limits or security controls.

3.5 Cooperation. Customer will designate a contact with authority to make configuration decisions and respond to Helfzen's reasonable requests within a reasonable time. Helfzen is excused from delay to the extent caused by Customer's failure to do so.

3.6 Further restrictions. Customer will not, and will not permit anyone to: access the Platform other than through the interfaces Helfzen provides, or attempt to reach another organization's data; probe, scan or test the vulnerability of the Platform, or bypass any authentication, rate limit or access control, without Helfzen's prior written permission; upload malicious code, or anything infringing or that Customer lacks the right to provide; use the Services to send unlawful communications, including messages that violate applicable anti-spam or telemarketing law; or publicly benchmark the Platform without Helfzen's consent.

3.7 Eligibility and sign-in security. Each Authorized User must be at least 18 and using the Services for business purposes. Customer will notify Helfzen immediately at info@helfzen.com if it believes an account

has been compromised. **The Platform requires multi-factor authentication of organization administrators, and offers it to every other Authorized User**: 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. 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 Platform does not offer hardware security keys, passkeys or SMS codes as second factors.

4. FEES AND PAYMENT

4.1 Fees. Customer will pay the fees stated in the Order, in U.S. dollars. Fees are non-refundable once the applicable period has begun except as expressly provided in these Terms. Fees accrue from the Billing Start Date. No fee accrues for any period before it.

4.2 Invoicing. The subscription fee is invoiced in advance for the period ahead, because it is a fixed amount known before the period begins. Charges that can only be known after the fact — usage-based fees, overage above an included allowance, and custom development — are invoiced after the period in which they arise. Invoices are payable within the period stated in the Order or, if none, fifteen (15) days from the invoice date. Fees exclude sales, use and similar taxes, which are Customer's responsibility other than taxes on Helfzen's income.

4.3 Late payment. Undisputed overdue amounts accrue interest at the lesser of 1.5% per month or the maximum permitted by law. If an undisputed invoice remains unpaid thirty (30) days after written notice of non-payment, Helfzen may suspend access until paid. Helfzen will not suspend while Customer reasonably and in good faith disputes an invoice and has paid the undisputed portion. Suspension does not affect Helfzen's obligations under the BAA or Customer's export right under Section 6.2.

4.4 Rate changes. Where an Order states a rate-lock period, Helfzen will not increase those rates during it while Customer remains continuously subscribed. Otherwise, and after any rate-lock period, Helfzen may change rates with effect from the next renewal of the Order, on at least thirty (30) days' written notice before that renewal. A rate change by Helfzen alone never applies during a term. If Customer does not accept the change, it may decline the renewal by written notice before the renewal date, even if the notice period in Section 5.1 has passed; that is its only remedy. Fees may also change at any time by a new Order that Customer confirms, such as an upgrade, an add-on or a price Customer confirms in the Platform.

4.5 Payment method and authorization. If Customer provides a payment method, such as a credit card or bank account, **Customer authorizes Helfzen and its payment processor to store it and to charge it, on a recurring basis and without further approval for each charge, for all fees due under any Order** — including subscription fees, usage-based fees, minimum fees, add-ons, renewals, payment processing fees, applicable taxes and any unpaid amounts — until Customer's Orders end under Section 5 or Customer replaces the payment method. The amount of each charge may vary with Customer's usage and with the Orders it places. Where Customer pays by credit card, Helfzen may add a processing fee of up to three percent (3%) of the charge, as shown in the Platform before it applies. Customer must keep its payment method current. If a charge fails, Helfzen may retry it and may suspend access under Section 4.3. Customer may replace its payment method in the Platform at any time; doing so does not end its obligation to pay fees already due.

4.6 Trials. A free trial lasts for the period shown when it starts, and Customer may cancel it at any time before it ends. If Customer provided a payment method, fees under its Order begin when the trial ends unless Customer cancels before then. If no pricing has been confirmed for Customer's organization, nothing is charged until Customer confirms an Order.

5. TERM AND TERMINATION

5.1 Term and renewal. These Terms begin on the Effective Date and continue until all Orders have expired or terminated and Customer's access to the Platform has ended. Each Order runs for the term stated in it (or, if none is stated, one billing period), during which Customer may not terminate for convenience — Sections 4.6, 5.2 and 5.3 are unaffected. It then renews automatically for successive renewal terms of the length stated in the Order — or month-to-month if none is stated — until either Party gives written notice of non-renewal at least the number of days stated in the Order (or, if none, thirty (30) days) before the end of the then-current term.

5.2 Before the Billing Start Date. Where an Order states a Billing Start Date later than the Effective Date, either Party may terminate these Terms and that Order at any time before that date, for any reason, on written notice, effective immediately. No termination charge applies; amounts already accrued remain payable.

5.3 Termination for cause. Either Party may terminate on thirty (30) days' written notice if the other materially breaches and fails to cure within that period, and immediately if the other becomes insolvent or subject to a bankruptcy proceeding not dismissed within sixty (60) days.

5.4 Early termination and refunds. Customer has no right to terminate an Order during its term except under Sections 4.6, 5.2 and 5.3 or under an Addendum attached to that Order. If Customer stops using the Services during a term, the fees for the remainder of that term remain payable. If Helfzen terminates under Section 5.3 for Customer's breach, the fees for the remainder of the then-current term become due on termination. Helfzen refunds prepaid fees only where these Terms or an attached Addendum expressly say so (this Section and Sections 10.2, 11.1, 13.3 and 13.8). If Customer has paid fixed fees in advance for a period longer than the Order's term — for example a month-to-month Order billed yearly — and the Order ends before that period does, Helfzen refunds the prepaid amount less the fixed fees for the months in which Customer had access, charged at the Order's monthly prices; part of a month counts as a whole month, and the refund is never more than the prepaid amount. A refund covers only prepaid fees for the period after termination takes effect; no refund is owed for any period in which Customer had access to the Services. A right to terminate with a refund under Section 10.2, 11.1, 13.3 or 13.8 must be exercised by written notice within thirty (30) days after Customer first knew, or should have known, that the right had arisen. If Customer does not give that notice and continues to use the Services, Customer is treated as having chosen to continue, the right lapses for that event, and Section 13.6 does not extend it.

5.5 Effect. On termination: access ends on the effective date; Customer pays fees accrued through it; Customer may export Customer Data during the thirty (30) day period in Section 6.4; Helfzen then returns or destroys PHI under the BAA; and each Party returns or destroys the other's Confidential Information on request. On written request made before termination takes effect, Helfzen will provide up to thirty (30) days of transition assistance at the Order's custom development rate; the exports in Section 6.2 are provided free regardless.

5.6 Survival. Sections 1, 3.2, 4 (as to accrued amounts), 6.1, 6.3, 6.4, 9, 10.3, 10.4, 11, 12 and 13, and the BAA where it so provides, survive.

6. CUSTOMER DATA

6.1 Ownership. As between the Parties, Customer exclusively owns all Customer Data, including all PHI. Nothing in these Terms transfers ownership to Helfzen. Customer grants Helfzen a non-exclusive right to host, copy, process, transmit and display Customer Data solely as necessary to provide, secure, maintain and support the Services, to address technical or security problems, and to comply with law. That right ends when the data is deleted or returned.

6.2 Customer's access to its data. Throughout the term Customer may export its records from the Platform in machine-readable format (CSV) at any time at no charge. Helfzen will not withhold Customer Data as leverage in a commercial dispute.

6.3 Helfzen's access. Helfzen personnel access Customer Data only on a minimum-necessary basis and only to provide, support or secure the Services, to investigate a security or integrity issue, at Customer's direction, or as required by law. Access is logged. All personnel with access to PHI are bound by confidentiality obligations and receive HIPAA training. Helfzen will not sell, rent or license Customer Data, and will not use it — or disclose it to any third party — in a form that identifies Customer or any natural person to train, fine-tune or evaluate machine-learning or artificial-intelligence models. Helfzen may de-identify Customer Data in accordance with 45 C.F.R. § 164.514(b), and may use de-identified data and statistical, operational and aggregate insights derived from Customer Data to benchmark, develop, train, evaluate and improve Helfzen's products and services, including machine-learning and artificial-intelligence models, provided none of it identifies Customer or any natural person and Helfzen does not publish or disclose it in a form identifying Customer without Customer's prior written consent. Helfzen may also collect technical telemetry containing no Customer Data or PHI. This Section survives termination.

6.4 Retention and deletion. Helfzen retains Customer Data for thirty (30) days after termination so Customer can complete exports, then deletes it. PHI held in routine backups is handled as provided in the BAA, which governs both the retention window and the protections that apply while it is retained. Helfzen certifies deletion in writing on request. Deletion is completed within thirty (30) days after that export period closes — or sooner at Customer's request — as described in the Privacy Policy. During the term a Customer administrator may request deletion of Customer Data at any time, as described in the Privacy Policy. Helfzen may keep Customer Data for longer where the law requires it, or where Helfzen reasonably believes it is needed to investigate a security incident or suspected fraud or misuse, or to bring or defend a legal claim, and only for as long as that need lasts; the BAA continues to protect any PHI kept.

6.5 Privacy. Helfzen's handling of personal information is described in the **Privacy Policy at helfzen.com/privacy**, which is incorporated into these Terms.

7. SUPPORT AND SERVICE LEVELS

7.1 Support Hours. Helfzen provides support by email to support@helfzen.com and through the Platform during Support Hours: Monday to Thursday, 9:00 a.m. to 5:00 p.m., and Friday, 9:00 a.m. to 12:00 p.m., U.S. Eastern Time, excluding U.S. federal holidays and Jewish religious holidays on which Helfzen does not conduct business (Helfzen will provide the annual list on request). A "Support Day" is a day on which Support Hours occur. An Order may state enhanced support terms for a defined period or as a paid add-on.

7.2 Service levels. Response and resolution targets, proactive outage notification, an availability commitment and service credits apply only where a Service Level Addendum is attached to an Order. Where none is attached, Helfzen provides support on a commercially reasonable basis during Support Hours, makes no commitment as to response time, resolution time or availability, and no service credit applies.

8. SECURITY AND HIPAA

8.1 Business Associate status. The Services process healthcare billing information, and Customer Data will ordinarily include PHI. Helfzen acts as a Business Associate of Customer in performing the Services. The BAA governs Helfzen's handling of PHI, and in any conflict between the BAA and these Terms concerning PHI, the BAA controls. A BAA must be executed between the Parties before PHI is placed into the Platform. Where Customer is itself a business associate of a covered entity — a billing company acting for its client agencies, for example — Helfzen acts as Customer's **subcontractor**, and the BAA operates as the written contract required by 45 C.F.R. § 164.502(e)(1)(ii).

8.2 Security. Helfzen maintains administrative, physical and technical safeguards for Customer Data, described in the Privacy Policy, and safeguards PHI as the BAA requires.

8.3 Subprocessors. Helfzen may engage Subprocessors and remains fully responsible for their performance. Each Subprocessor handling PHI is bound by a written business associate agreement no less protective than the BAA.

8.4 Incidents. Helfzen will notify Customer of a Breach of Unsecured PHI on the timeline and with the content required by the BAA. Nothing in these Terms reduces the incident-notification commitment in the Privacy Policy.

8.5 Customer's responsibilities. Customer administers Authorized User access, deprovisions departing personnel promptly, and will not place PHI in fields, file names or locations that Helfzen has identified as not intended for it.

8.6 Further commitments. The security programme, Subprocessor notice and objection, security diligence and insurance commitments in the Security and Compliance Addendum apply only where that Addendum is attached to an Order.

8.7 Suspension for security. Helfzen may suspend an account or a specific integration immediately, and without prior notice, where it reasonably believes this is necessary to protect the Platform, Customer Data, another customer or a third party — including a suspected credential compromise, a live security threat or a legal requirement. Helfzen will tell Customer why as soon as it reasonably can and restore access when the cause is resolved.

9. CONFIDENTIALITY

9.1 Obligations. "Confidential Information" means non-public information disclosed by one Party that is marked confidential or that a reasonable person would understand to be confidential. Customer Data is Customer's Confidential Information; the Platform and Helfzen's pricing, roadmap and non-public technical information are Helfzen's. Each Party will protect the other's with at least the care it uses for its own, and never less than reasonable care; use it only to perform under these Terms; and disclose it only to personnel and advisers who need it and are bound by comparable obligations.

9.2 Exclusions and compelled disclosure. Confidential Information excludes information that is or becomes public without breach, was rightfully known before disclosure, is rightfully received from a third party without restriction, or is independently developed without use of the other Party's Confidential Information. These exclusions do not apply to PHI, which the BAA governs exclusively. A Party may disclose as required by law, giving prompt notice where legally permitted and disclosing only the portion required.

10. WARRANTIES AND DISCLAIMERS

10.1 Mutual. Each Party warrants it is duly organized, has authority to enter into these Terms, and that these Terms conflict with no other agreement binding on it.

10.2 Helfzen. Helfzen warrants that the Services will be performed in a professional and workmanlike manner, that the Platform will materially conform to its documentation, and that Helfzen will comply with laws applicable to it as a provider of the Services including HIPAA as a Business Associate. Customer's exclusive remedy for non-conformity is correction within a reasonable time or, failing that, termination under Section 5.3 with a pro-rata refund of prepaid fees.

10.3 Disclaimer. Except as expressly stated, the Services are provided "as is" and Helfzen disclaims all other warranties, express, implied or statutory, including merchantability, fitness for a particular purpose and non-infringement. Helfzen does not warrant that the Services will be uninterrupted or error-free. Helfzen makes no representation that use of the Services will result in the collection of any amount, in any particular recovery rate or claim acceptance, or in any change in payer behaviour or days-in-A/R; collection outcomes depend on Customer's operations, its payers and factors outside Helfzen's control.

10.4 Further disclaimers. Helfzen does not warrant that the Platform will detect every match, discrepancy or error in Customer Data, or that data received from a third-party service is accurate or complete. **The Platform presents information for Customer's team to act on; it does not replace their judgement, and financial and clinical decisions remain Customer's.**

10.5 No compliance certification. No compliance certification is claimed. Helfzen holds no SOC 2 report and has commissioned no independent audit or penetration test. Helfzen's current security posture is described in the Privacy Policy and is available in more detail on request.

11. INDEMNIFICATION

11.1 By Helfzen. Helfzen will defend Customer against third-party claims that the Platform, as provided and used in accordance with these Terms, infringes a U.S. patent, copyright, trademark or trade secret, and pay damages finally awarded or settlement amounts Helfzen approves. Helfzen may procure the right to continue use, modify the Platform to be non-infringing, or terminate the affected Services and refund prepaid fees for the unused period. Helfzen has no obligation for claims arising from Customer Data, Customer's modifications, or combination with items not supplied by Helfzen where the claim would not have arisen but for the combination.

11.2 By Customer. Customer will defend Helfzen against third-party claims arising from Customer Data or Helfzen's authorized processing of it; Customer's billing, claims, collection or write-off decisions; or Customer's violation of law or of a third party's rights, including any agreement with a third-party system provider concerning data access.

11.3 Procedure. The indemnified Party gives prompt written notice (delay excuses the indemnifying Party only to the extent prejudiced), gives the indemnifying Party control of defence and settlement (no settlement imposing a non-monetary obligation without consent, not unreasonably withheld), and provides reasonable

cooperation at the indemnifying Party's expense.

12. LIMITATION OF LIABILITY

12.1 Indirect damages. Neither Party will be liable for indirect, incidental, special, consequential, exemplary or punitive damages, or for lost profits, revenue, business or goodwill, or lost or corrupted data, however caused and on any theory of liability, even if advised of the possibility.

12.2 Caps. Except as stated in Section 12.3, each Party's total aggregate liability will not exceed the greater of (i) the fees paid or payable by Customer in the twelve (12) months preceding the event giving rise to the claim and (ii) three thousand U.S. dollars ($3,000). For claims arising from Helfzen's breach of Section 9 or of the BAA, that cap is replaced by the greater of (i) twenty-five thousand U.S. dollars ($25,000) and (ii) two (2) times those fees, as a single aggregate limit for all such claims.

12.3 Exclusions. These limits do not apply to Customer's obligation to pay accrued fees, to Customer's breach of Section 3.4, Section 3.6 or Section 9, to either Party's indemnification obligations under Section 11, or to a Party's fraud, gross negligence or wilful misconduct.

12.4 Basis of the bargain. These limitations reflect an agreed allocation of risk, the fees would be materially higher without them, and they apply notwithstanding the failure of any limited remedy of its essential purpose.

13. GENERAL

13.1 Relationship and assignment. The Parties are independent contractors; nothing creates a partnership, joint venture, agency or employment relationship. Neither may assign these Terms without the other's written consent, except in its entirety on notice to a successor in a merger, acquisition or sale of substantially all assets. Any other purported assignment is void. There is no third-party beneficiary.

13.2 Notices. Notices must be in writing, effective on receipt by hand or courier, or the business day after email with confirmation of delivery, to the addresses in the Order or, where the Order states none, to Helfzen at the addresses in Section 13.9 and to Customer at the email addresses of its account administrators. Notices of breach, indemnification or termination must also be sent by courier where the Order states a postal address for the receiving Party.

13.3 Force majeure. Neither Party is liable for failure or delay (other than payment) caused by events beyond its reasonable control, including acts of God, war, terrorism, civil unrest, epidemic, labour disturbance, governmental action, failure of the public internet, or widespread failure of an upstream infrastructure provider. If such an event continues more than thirty (30) consecutive days, the unaffected Party may terminate on notice and Helfzen refunds prepaid fees for the unused period.

13.4 Publicity and feedback. Helfzen may identify Customer by name and logo as a customer on its website and in sales materials, and Customer will act as a reference on reasonable notice. Any case study, quotation or press release naming Customer requires Customer's prior written approval of the specific material, not unreasonably withheld; Customer may withdraw consent to future name and logo use on thirty (30) days' notice. Helfzen may use suggestions or feedback about the Services without restriction or obligation.

13.5 Governing law. These Terms are governed by the laws of the State of New York without regard to conflict-of-laws rules, and the Parties submit to the exclusive jurisdiction of the state and federal courts in Kings County, New York. The Parties will attempt in good faith to resolve disputes by escalation to a senior representative of each Party for thirty (30) days before commencing proceedings, except where injunctive relief is sought. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

13.6 Entire agreement. These Terms, with the Privacy Policy, the BAA, each Order, each Addendum attached to an Order and each change order, are the entire agreement on their subject matter and supersede all prior proposals and communications. Order of precedence: (1) the BAA, as to PHI; (2) the applicable Order, including any Addendum attached to it and any other agreement signed by both Parties; (3) these Terms. Except as stated in Section 13.8, amendment requires a written instrument signed by both Parties. A waiver is effective only in writing, and failure to enforce is not a waiver.

13.7 Severability and counterparts. If a provision is held unenforceable it will be modified to the minimum extent necessary to make it enforceable and the remainder stays in force. An Order may be executed in counterparts and delivered electronically; electronic signatures and electronic acceptance have the same effect as originals.

13.8 Changes to these Terms. Helfzen may update these Terms. For a material change Helfzen will give at least thirty (30) days' notice by email to Customer's account administrators or in the Platform before it takes effect. Continuing to use the Services after a change takes effect is acceptance of it. If Customer does not accept a material change, it may terminate before the effective date and receive a pro-rata refund of prepaid fees for the unused remainder of the term. A change does not alter an Order signed by both Parties, or an Addendum attached to it, before that Order next renews, unless Customer agrees in writing. After a change takes effect, Helfzen may require an account administrator to accept it in the Platform before continuing to use the Services. The current version is always at **helfzen.com/terms**, with the "Last updated" date at the top.

13.9 Contact. Notices to Helfzen:

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

See also: Privacy Policy