



TERMS OF SERVICE

Last updated August 28, 2025

AGREEMENT TO OUR LEGAL TERMS

We are Helio AI Limited, doing business as Helio AI ("Company," "we," "us," "our"), a company registered in Ireland with our registered office at 23 Simmonscourt Castle, Simmonscourt Road, Dublin 4, Ireland, D04EH04.

We operate the website helio-safety.com (the "Site"), the web application Helio AI (the "App"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

You can contact us by phone at +353 86 07 55 814, email at harry@helio-safety.com, or by mail to the address above.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Helio AI Limited, concerning your access to and use of the Services. By accessing the Services, you confirm that you have read, understood, and agreed to be bound by these Legal Terms.

IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, YOU MUST NOT USE OUR SERVICES.

We may update these Legal Terms from time to time. Changes will be indicated by updating the "Last updated" date. Your continued use of the Services after such updates constitutes acceptance.

The Services are intended for users who are at least 18 years old. Persons under 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

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1. OUR SERVICES

The Services are designed to help organisations improve workplace safety through data creation and AI-powered analytics. All customer data processed through Helio AI **remains private to the customer**. We do not sell, share, or commercially exploit customer data.

You are responsible for ensuring that your use of the Services complies with all applicable local laws and regulations.

The Services are not designed for compliance with industry-specific legislation such as the Health Insurance Portability and Accountability Act (HIPAA) or equivalent. If you are subject to such regulations, you must ensure your own compliance.

2. INTELLECTUAL PROPERTY RIGHTS

Our intellectual property

We own or are licensed to use all intellectual property in the Services, including source code, software, databases, designs, text, images, and trademarks (the "Content" and "Marks"). These are protected under Irish, EU, and international intellectual property laws.

You are granted a non-exclusive, revocable, non-transferable license to access and use the Services for your internal business purposes only.

You must not copy, reproduce, distribute, sell, or exploit any Content or Marks without our prior written consent.

Your contributions and submissions

Any suggestions, feedback, or ideas you provide to us may be used without compensation to you. Contributions you post via the Services must not infringe intellectual property rights or violate these Legal Terms.

3. USER REPRESENTATIONS

By using the Services, you confirm that:

1. All registration information you submit is accurate, complete, and current.
2. You will maintain accurate account information.
3. You have legal capacity and authority to enter into these Legal Terms.
4. You will not use the Services for illegal or unauthorised purposes.

5. Your use of the Services complies with all applicable Irish and EU laws.

4. USER REGISTRATION

You may need to register an account to access some Services. You must keep your login details secure and are responsible for all activities under your account.

We may refuse, reclaim, or change usernames if they are inappropriate.

5. PURCHASES AND PAYMENT

We accept the following forms of payment: Visa, Mastercard, American Express, Discover.

You agree to provide accurate billing details and authorise us to charge your chosen payment method. All fees are payable in euros (€) unless otherwise specified.

We may refuse or cancel orders at our discretion, particularly where fraud or unauthorised use is suspected.

6. SUBSCRIPTIONS

Subscriptions renew automatically unless cancelled.

You may cancel at any time by contacting us at harry@helio-safety.com. Cancellations take effect at the end of the current paid period.

We may update subscription fees with prior notice in line with applicable consumer laws.

7. PROHIBITED ACTIVITIES

You must not use the Services to:

- Violate Irish or EU law.
- Harass, defraud, or harm others.
- Upload viruses or malicious code.
- Reverse engineer or copy our software.
- Misuse our support services.
- Attempt to gain unauthorised access.
- Compete with us using our Services.

8. USER GENERATED CONTRIBUTIONS

If you post or share content through the Services, you confirm that you own the rights or have permission to do so, and that your content does not breach the rights of others or any law.

9. CONTRIBUTION LICENSE

By posting Contributions, you grant us a non-exclusive, royalty-free license to use, store, and display that content solely for operating and improving the Services.

Unlike many platforms, Helio AI does not claim ownership of your data.

10. MOBILE APPLICATION LICENSE

If you access our Services via a mobile app, we grant you a limited, revocable license to use the App in accordance with these Legal Terms and the terms of your app store provider (Apple or Google).

11. THIRD-PARTY WEBSITES AND CONTENT

We are not responsible for third-party websites or content linked from our Services. Use of such sites is at your own risk and subject to their terms.

12. SERVICES MANAGEMENT

We may monitor, suspend, or restrict access to the Services to protect security, enforce these Legal Terms, or maintain system performance.

13. PRIVACY POLICY

We care about your privacy. Please see our Privacy Policy for details on how we collect, store, and process data.

Helio AI complies with the EU General Data Protection Regulation (GDPR) and Irish data protection law.

14. COPYRIGHT INFRINGEMENTS

If you believe content on our Services infringes your copyright, please contact us at harry@helio-safety.com.

15. TERM AND TERMINATION

We may suspend or terminate your account at our discretion, including for breach of these Legal Terms or unlawful activity.

16. MODIFICATIONS AND INTERRUPTIONS

We may modify, suspend, or discontinue the Services at any time. We are not liable for interruptions caused by maintenance, updates, or events outside our control.

17. GOVERNING LAW

These Legal Terms are governed by the laws of Ireland.

18. DISPUTE RESOLUTION

We encourage resolving disputes informally first.

If a dispute cannot be resolved, it shall be subject to the exclusive jurisdiction of the courts of Ireland.

EU residents may also use the EU Online Dispute Resolution (ODR) platform at <https://ec.europa.eu/consumers/odr>.

19. CORRECTIONS

We may correct errors or omissions in the Services at any time without notice.

20. DISCLAIMER

The Services are provided “as is” and “as available.” We disclaim all warranties to the fullest extent permitted under Irish law.

21. LIMITATIONS OF LIABILITY

To the maximum extent permitted by law, Helio AI shall not be liable for indirect or consequential damages.

Our liability to you will never exceed the amount paid by you in the 6 months preceding the claim.

22. INDEMNIFICATION

You agree to indemnify and hold us harmless from claims or damages resulting from your misuse of the Services or breach of these Legal Terms.

23. USER DATA

We will maintain and process data you provide in line with GDPR and our Privacy Policy.

We do not sell customer data, and all operational safety data remains private to you.

24. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

By using the Services, you agree to receive communications electronically and accept electronic contracts, invoices, and records.

25. SMS TEXT MESSAGING

If you opt in, we may send you SMS alerts. You can opt out at any time by replying "STOP." Standard rates may apply.

26. EU & IRELAND USERS AND RESIDENTS

Irish and EU consumers have statutory rights under applicable consumer law, which are not affected by these Legal Terms.

If a complaint is not resolved, you may contact the Competition and Consumer Protection Commission (CCPC) in Ireland:

<https://www.ccpc.ie>

27. MISCELLANEOUS

These Legal Terms constitute the entire agreement between you and us. If any part is found invalid, the remainder continues in effect.

We may assign our rights under these Legal Terms. You may not assign without our consent.

28. CONTACT US

For questions or complaints regarding the Services, contact us at:

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23 Simmonscourt Castle
Simmonscourt Road
Dublin 4, Ireland, D04EH04
Phone: +353 86 07 55 814
Email: harry@helio-safety.com