

Terms and Conditions ("Terms")

Last updated: October 30, 2014

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the www.helixmoney.com website or Helix Money software (the "Service") operated by Neoteric Software LLC ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

Fees for Service

Fees for service may include, but are not limited to the Set Up fees and monthly subscription fees communicated on the Helix Money website and other Helix Money marketing material. Neoteric Software LLC will collect a monthly subscription payment from each user for use of Service. Failure to maintain proper payment arrangements for service will result in termination of service at the sole discretion of Neoteric Software LLC. The reestablishment of service will require full payment of all open invoices and sales, use, service, or other tax levied on Neoteric Software LLC by any state, local or other taxing authority for providing the services herein to the Subscriber.

Please note that Service may not start till several weeks after payment has been collected by Neoteric Software. This is to allow for proper user set up.

Communications

By creating an Account on our Service, you agree to subscribe to communication emails from the system updating you on movement of data points within the system, newsletters, marketing or promotional materials and other information we may send.

Content

Our Service allows you to input, post, link, store, share and otherwise make available certain information, text, graphics, videos, documentation or other material ("Content"). You are responsible for the Content that you input on or through the Service, including its legality, reliability, and appropriateness.

By inputting content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on such rights.

You retain any and all of your rights to any Content you submit, post, or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

Neoteric Software LLC has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of Neoteric Software LLC or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

Furthermore, all Content (Note, Deed of Trust, Pay Off Statements, Payment Coupons, and more) created on the Service is not guaranteed to be accurate. It is your responsibility to review all Content before using as part of any transaction. Neoteric Software LLC is not responsible in any way shape or form for your use of documents and Content from the Service.

Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in unintended or unexpected use of our Service/Software and it may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content in our sole discretion.

Confidentiality and Non Public Personal Information

You acknowledge that all personal information obtained through the use of this Service is confidential and such information should be kept private and used with discretion and confidentiality.

During the use of the Service the parties including, without limitation, their officers, directors, employees, agents, and representatives, of us may have access to non-public personal information relating to individuals, (as that term is defined in section 509(4) of the Gramm-Leach-Bliley Act and section 573.3 of Part 573 of Title 12 of the Code of Federal Regulations), subscribers, or other users. All parties shall take all reasonable precautions and exert all reasonable efforts to assure conformation with such restrictions and requirements by all governing bodies as it pertains to the use of non-public personal information. If any user or party is required to disclose any Confidential Information is shall use its reasonable efforts to give the party owning the Confidential Information sufficient notice of such required disclosure to allow the party owning the Confidential Information reasonable opportunity to object to an take necessary legal action to prevent such disclosure.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Neoteric Software LLC and its licensors.

No Resale

You warrant and represent that the Services purchased shall be used only for your own purposes and shall not resell the Services or Software or information provided by us. The output produced by the Services, including without limitation, any idea, concepts, complication, algorithms, formulae, methodologies, techniques, programs, software and analysis shall at all times be remain the property of us.

Confidential and Proprietary Information and Non Confidential and Non Proprietary Information

You acknowledge and agree that we have made a substantial investment of time and money in the development of the Services and their components. You agree that the Services, including without limitation, the information, trade secrets, calculations, structures, strategies, manuals, processes, policies, procedures, operating guidelines, training, and other related documentation are highly confidential and the proprietary

information of us. You agree not to use any Confidential Information to engage, either directly or indirectly, in the development of series similar to the Services and their associated data integrity risk scores.

Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Neoteric Software LLC.

Neoteric Software LLC has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Neoteric Software LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

If your account or use of the Service or Software is terminated you are forfeiting any right or access to any data or content you have input or managed on the Service prior to termination.

Indemnification

You agree to defend, indemnify and hold harmless Neoteric Software LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

Limitation of Liability

In no event shall Neoteric Software LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Certain documents created by Neoteric Software LLC with the Service are not required to be used by you nor are they considered to be final and legal certified documents. Each document must be reviewed and approved by you prior to use.

We use reasonable efforts to obtain accurate and current information from sources. However we and you each acknowledge and agree that neither us or any of our directors, officers, employees, agents, or representative

guarantee, warrant or certify the accuracy of the information received or created within the Service. In the event of any claims against us or you by a borrower, loan applicant, or other person or entity, arising from or related to the Services, you agree to hold harmless, indemnify and defend us from and against any claims, liabilities, damages, costs or expenses, including but not limited to attorney's fees, court costs, and arbitration costs (damages).

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Neoteric Software LLC its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Good Faith

The parties agree that they shall cooperate and work together in good faith in their performance of the details outlined in this terms and conditions document.

Notices

All notices which are required or permitted pursuant to this document shall be in writing

Contact Us

If you have any questions about these Terms, please contact us.

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