

TERMS OF HELIXHILLS (HILL) TOKEN CROWDSALE

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TERMS OF USE

HELIXHILLS, Ltd. (“HELIXHILLS,” “we” or “us”) operates this website (HELIXHILLS.COM, IO.HELIXHILLS.COM) and any related smartphone or mobile application (collectively, the “ICO Site”) and the sale of ERC-20 compatible tokens distributed on the Ethereum blockchain (the “HILL Tokens”, “HELIXHILLS Tokens”) from HELIXHILLS (the “HELIXHILLS Token Sale”). By using the ICO Site, you agree to comply with and be bound by the following terms and conditions (these “Terms”), which we may change at any time by posting notice on the ICO Site.

PLEASE READ THESE TERMS CAREFULLY AND CHECK THESE TERMS PERIODICALLY FOR CHANGES. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE ICO SITE.

1. USE OF THE HELIXHILLS SITE

The purpose of our HELIXHILLS ICO Site is to provide you with general information about HELIXHILLS Tokens and the HELIXHILLS Token Sale. You must not breach any of the following terms and conditions or our Acceptable Use Policy set out below.

By using this site, you affirm that you are at least 18 years of age and are fully able and competent to enter into, abide by and comply with the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms.

2. SCOPE OF TERMS

These Terms apply only to use of the HELIXHILLS ICO Site. Any use of other HELIXHILLS websites (e.g., in connection with providing or receiving services on the HELIXHILLS platform (the “HELIXHILLS Platform”)) will be governed by other applicable terms and policies (collectively, the “Platform Terms and Policies”), which will be made available on our website, HELIXHILLS.COM (the “Platform Site”). The purchase of HELIXHILLS (HILL) Tokens from the of HELIXHILLS (HILL) Token Sale and your use of the of HELIXHILLS (HILL) Token Smart Contract and HELIXHILLS Smart Sale Contract are governed by other applicable terms (the “Token Purchase Agreement”) which is available on our ICO Site.

HELIXHILLS operates the HELIXHILLS ICO Site and the HELIXHILLS Platform under our privacy policy (the “Privacy Policy”) which forms part of these Terms, and can be assessed through the privacy policy link on the ICO Site.

To the extent of any conflict between these Terms, the Platform Terms and Policies and the Token Purchase Agreement, these Terms govern your use of the HELIXHILLS ICO Site, the Platform Terms and Policies govern your use of the HELIXHILLS Platform and the Token Purchase Agreement governs your purchase of of HELIXHILLS (HILL) Tokens.

3. THIRD PARTY CONTENT

We may display third-party content, advertisements, links, promotions, logos and other materials on our ICO Site (collectively, the “Third-Party Content”). This Third-Party Content is provided for your convenience only. We do not approve of, control, endorse or sponsor any third parties or Third-Party Content, and we make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. Your use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content, are solely between you and such third parties and we are not responsible or liable in any manner for such use or interactions. We are not responsible for any of the content on third party sites linked to our HELIXHILLS ICO Site nor can it be assumed that we have reviewed or approved of such sites or their content, nor do we warrant that the links to these sites work or are up to date.

4. USER CONTENT

If you post, upload, input, provide or submit any content to the HELIXHILLS ICO Site or other information and materials (collectively, your “User Content”), you must ensure that such User Content is (1) true and accurate, and (2) does not breach or infringe the intellectual property rights or other rights of any third party.

By posting, uploading, inputting, providing or submitting your User Content to us, you grant HELIXHILLS, its affiliates and any necessary sub-licensees a non-exclusive, worldwide, perpetual, right and permission to use, reproduce, copy, edit, modify, translate, reformat, create derivative works from, distribute, transmit, publicly perform and publicly display your User Content and sub-license such rights to others.

Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content. Any User Content submitted by you on this Website may be accessed by us globally.

5. YOUR PERSONAL INFORMATION

If you create an account on the HELIXHILLS ICO Site, you may be required to provide your personal data, including, without limitation, your name, email address, IP address, cryptocurrency or wallet address, text, code or other information and materials. You are entirely responsible for any and all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security relating to your account of which you become aware. We will not be liable for any loss or damages that you may incur as a result of someone else using your account, either with or without your knowledge.

Please update your account information in the event of any changes so that we can communicate with you effectively and provide accurate and up-to-date information to you. Information on how to update and modify your account information is presented on the HELIXHILLS ICO Site.

If we have reason to believe that there is likely to be a breach of security, breach or misuse of your account or our ICO Site, or if you breach any of your obligations under these Terms, we may suspend your use of this ICO Site at any time and for any reason.

6. AGGREGATE INFORMATION

We may gather information and statistics collectively about all visitors to this HELIXHILLS ICO Site which may include the information supplied by you. This information helps us to design and arrange our Web pages in a user-friendly manner and to continually improve our Website to better meet the needs of our Website users. We may share this kind of aggregate data with selected third parties to assist with these purposes.

Please refer to our Privacy Policy for information about how we collect, use and share your information.

7. INTELLECTUAL PROPERTY

Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on our HELIXHILLS ICO Site or provided in connection with the purchase of HELIXHILLS (HILL) Tokens, including without limitation, the HELIXHILLS logo and all designs, text, graphics, pictures, video information, data, and software, and the selection and arrangement thereof (collectively, “HELIXHILLS Content”) are the proprietary property of HELIXHILLS or our licensors or suppliers and are protected by United States and international copyright laws and other intellectual property rights laws.

We hereby grant you a limited, non-exclusive and non-sublicenseable license to access and use the HELIXHILLS Content solely in connection with using the HELIXHILLS ICO Site for the purpose for which it was intended. Such license is subject to these Terms and does not permit: (a) any resale of the HELIXHILLS Content; (b) the distribution, public performance or public display of any HELIXHILLS Content; (c) modifying or otherwise making any derivative uses of the HELIXHILLS Content, or any portion thereof; or (d) any use of the HELIXHILLS Content other than for their

intended purposes. The license granted under this Section 8 will automatically terminate if we suspend or terminate your access to the HELIXHILLS ICO Site.

“HELIXHILLS,” the HELIXHILLS logo and any other HELIXHILLS product or service names, logos or slogans that may appear on our HELIXHILLS ICO Site are trademarks of HELIXHILLS and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any trademark, product or service name of HELIXHILLS without our prior written permission, including without limitation any metatags or other “hidden text” utilizing any trademark, product, or service name of HELIXHILLS. In addition, the look and feel of our ICO Site, including all page headers, custom graphics, button icons and scripts constitute the service mark, trademark and/or trade dress of HELIXHILLS and may not be copied, imitated or used, in whole or in part, without our prior written permission.

8. ACCEPTABLE USE POLICY

When accessing or using the HELIXHILLS ICO Site, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our HELIXHILLS ICO Site. Without limiting the generality of the foregoing, you agree that you will not:

- use our HELIXHILLS ICO Site in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our HELIXHILLS ICO Site, or that could damage, disable, overburden or impair the functioning of our HELIXHILLS ICO Site;
- use our HELIXHILLS ICO Site to pay for, support or otherwise engage in any illegal activities;
- use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our HELIXHILLS ICO Site or to extract data;
- use or attempt to use another user’s account without authorization;
- access any content, area or functionality of this HELIXHILLS ICO Site that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of this HELIXHILLS ICO Site;
- mislead or deceive us, our representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;
- publish, post, send, upload, submit, display or disseminate any information or material and/or otherwise make available or engage in any conduct that is unlawful, discriminatory, harassing, libelous, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable;
- display, upload or transmit material that encourages conduct that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;
- interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others use or enjoyment of this HELIXHILLS ICO Site;
- violate any applicable laws or regulations;
- use this HELIXHILLS ICO Site or links on this HELIXHILLS ICO Site in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using this HELIXHILLS ICO Site or links on this HELIXHILLS ICO Site or that could damage, disable, overburden or impair the functioning of this HELIXHILLS ICO Site or our servers or any networks connected to any of our servers in any manner;
- create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of this HELIXHILLS ICO Site or a HELIXHILLS representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;
- disguise the origin of any material transmitted through the services provided by this HELIXHILLS ICO Site (whether by forging message/packet headers or otherwise manipulating normal identification information);
- violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commit a tort;

- upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;
- send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorized advertising or promotional material;
- obtain unauthorized access to or interfere with the performance of the servers which host this HELIXHILLS ICO Site or provide the services on this HELIXHILLS ICO Site or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;
- attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;
- obtain or attempt to obtain any materials or information through any means not intentionally made available through this HELIXHILLS ICO Site or its services;
- harvest or otherwise collect, whether aggregated or otherwise, data about others including e-mail addresses and/or distribute or sell such data in any manner;
- use any part of this HELIXHILLS ICO Site other than for its intended purpose;
- use this HELIXHILLS ICO Site to engage in or promote any activity that violates these Terms; or
- encourage or induce any third parties to engage in any of the activities prohibited under these Terms.

9. INDEMNIFICATION

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless HELIXHILLS and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the "HELIXHILLS Parties") from and against all claims, demands, actions, damages, losses, costs and expenses of any kind (including attorneys' fees) arising from or relating to: (i) your access to or use of our HELIXHILLS ICO Site, products or services, (ii) activities under your account, (iii) your User Content, (iv) any Feedback you provide; or (v) your violation of these Terms.

10. DISCLAIMER; LIMITATION ON LIABILITY

THIS HELIXHILLS ICO SITE AND ALL INFORMATION, PRODUCTS AND SERVICES PROVIDED THROUGH THIS HELIXHILLS ICO SITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES WHATSOEVER OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTEES REGARDING THE ACCURACY, CURRENCY, COMPLETENESS, ADEQUACY, AVAILABILITY, SUITABILITY OR OPERATION OF THIS HELIXHILLS ICO SITE, ANY PRODUCTS OR SERVICES WE MAY PROVIDE THROUGH IT OR THE INFORMATION OR MATERIAL IT CONTAINS.

EACH OF THE HELIXHILLS PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE FOREGOING, INCLUDING, WITHOUT LIMITATION: (A) ANY WARRANTY WITH RESPECT TO THE CONTENT, INFORMATION, DATA, SERVICES, AVAILABILITY, UNINTERRUPTED ACCESS, OR SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THIS ICO SITE; (B) ANY WARRANTIES THAT THIS HELIXHILLS ICO SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS; (C) ANY WARRANTIES THAT THIS HELIXHILLS ICO SITE, ITS CONTENT AND ANY SERVICES OR PRODUCTS PROVIDED THROUGH IT ARE ERROR-FREE OR THAT DEFECTS IN THIS HELIXHILLS ICO SITE, ITS CONTENT OR SUCH SERVICES OR PRODUCTS WILL BE CORRECTED; (D) ANY WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (E) ANY WARRANTIES THAT THIS WEBSITE WILL BE COMPATIBLE WITH YOUR COMPUTER OR OTHER ELECTRONIC EQUIPMENT; AND (F) ANY WARRANTIES OF NON-INFRINGEMENT. THE MATERIALS AND RELATED GRAPHICS PUBLISHED ON THIS HELIXHILLS ICO SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION CONTAINED ON THIS HELIXHILLS ICO SITE. THE HELIXHILLS PARTIES MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE HELIXHILLS ICO SITE, ITS PRODUCTS, SERVICES AND/OR THE MATERIALS DESCRIBED ON THIS HELIXHILLS ICO SITE AT ANY TIME

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER HELIXHILLS NOR THE HELIXHILLS PARTIES ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING IN ANY WAY TO (A) THE USE OR PERFORMANCE OF THIS HELIXHILLS ICO SITE; (B) ANY PROVISION OF OR FAILURE TO PROVIDE THIS HELIXHILLS ICO SITE OR ITS SERVICES (INCLUDING WITHOUT LIMITATION ANY LINKS ON OUR HELIXHILLS ICO SITE); (C) ANY INFORMATION AVAILABLE FROM THIS HELIXHILLS ICO SITE; (D) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY; (E) UNAUTHORIZED ACCESS, USE OR ALTERATION OF THE TRANSMISSION OF DATA OR CONTENT TO OR FROM US; OR (F) THE FAILURE TO RECEIVE IN ANY WAY THE TRANSMISSION OF ANY DATA, CONTENT, FUNDS OR PROPERTY FROM YOU.

THE LIMITATIONS SET FORTH IN THIS SECTION 12 WILL NOT LIMIT OR EXCLUDE LIABILITY FOR, FRAUD OR WILLFUL MISCONDUCT OF HELIXHILLS.

Some jurisdictions do not allow for the exclusion of certain warranties or disclaimer of implied terms or the limitation or exclusion of liability for incidental or consequential damages in contracts with consumers. If these laws apply to you, some or all of the limitations or exclusions may not apply to you, and you may have additional rights.

11. RELEASE

To the fullest extent permitted by applicable law, you release HELIXHILLS and the other HELIXHILLS Parties from responsibility, liability, claims, demands and/or damages (actual or consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and the acts or omissions of third parties.

12. DISPUTE RESOLUTION; ARBITRATION

All disputes arising out of or relating to these Terms or the HELIXHILLS ICO Site, shall be resolved exclusively by binding arbitration before a single arbitrator (the "Arbitrator") in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") then in effect (for information on the AAA and its rules, see www.adr.org.) and the further procedures set forth herein, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. The arbitration shall be conducted in San Francisco, California, unless the Arbitrator shall determine that that venue is not reasonably convenient to all parties, in which case the Arbitrator shall determine another venue that is. The Arbitrator shall have authority to issue any and all remedies authorized by law. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 2 et seq. Notwithstanding any rules of the AAA to the contrary, any claims shall be adjudicated on an individual basis only, and YOU WAIVE ANY RIGHT TO BRING ANY CLAIM AS A REPRESENTATIVE OF A PROPOSED CLASS, ON AN AGGREGATED OR MASS BASIS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO CONSOLIDATE ARBITRATION PROCEEDINGS WITHOUT THE CONSENT OF ALL PARTIES THERETO. Any award rendered by the Arbitrator shall be final, conclusive and binding upon the parties hereto. In connection with any arbitration proceeding pursuant to these Terms, unless the Arbitrator shall determine otherwise, each party shall bear its own costs and expenses. Without derogation of the parties' obligation to arbitrate as set forth herein, jurisdiction for any court proceedings arising out of or relating to these Terms shall be vested exclusively in, and venue shall be laid in, the state or federal courts sitting San Francisco, California except that, following confirmation of an arbitration award in a state or federal court in San Francisco, California, a judgment arising therefrom may be executed in any court of competent jurisdiction.

13. MISCELLANEOUS

If any term, clause or provision of these Terms is held unlawful, void or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

These Terms, including any materials incorporated herein by reference, constitute the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof, including, without limitation, any public or other statements or presentations made by any HELIXHILLS Party about the HELIXHILLS (HILL) Tokens, the HELIXHILLS platform or the HELIXHILLS ICO Site.

You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from HELIXHILLS, including by operation of law or in connection with any change of control. HELIXHILLS may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof. All waivers by HELIXHILLS must be unequivocal and in writing to be effective.

You understand and agree that HELIXHILLS shall not be liable and disclaims all liability to you in connection with any force majeure event, including acts of God, labor disputes or other industrial disturbances, electrical, telecommunications, hardware, software or other utility failures, software or smart contract bugs or weaknesses, earthquakes, storms, or other nature-related events, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, technological change, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol.

Nothing in these Terms and no action taken by the Parties shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties. Nothing in these Terms and no action taken by the Parties pursuant to these Terms shall constitute, or be deemed to constitute either Party the agent of the other Party for any purpose. No Party has, pursuant to these Terms, any authority or power to bind or to contract in the name of the other Party. These Terms do not create any third-party beneficiary rights in any person.

We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, which may include sending you an email, providing notice on the homepage of the HELIXHILLS ICO Site, and/or posting the amended Terms, and updating the "Last Updated" date above. The modified Terms will become effective upon posting.

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access the HELIXHILLS ICO Site or Purchase HELIXHILLS (HILL) Tokens, at any time and for any reason, and you acknowledge and agree that HELIXHILLS shall have no liability or obligation to you in such event to the fullest extent permitted by applicable law.