

Terms and Conditions of Use of the Website

Definitions

Owner: HF Solution Inc. c/o Local Agent Services LLC, at 256 Chapman Road, Suite 105-4, Newcastle, Newark, 19702 - USA - which manages the website <https://heliosfund.io>;

Website: all content and pages accessible from and to the web address <https://heliosfund.io>;

User: any visitor, regular or occasional of the Website, whether as a natural person or if acting on behalf of a legal person or third party;

Services: all services, features and applications offered through the Website;

Content: any content posted or distributed on the Website, including, without limitation, text, words, information, images, videos, sounds, data or hyperlinks.

Acceptance of the Terms and Conditions of Use of the Website

These Terms and Conditions of Use of the Website ("Terms&Conditions") specify the conditions of use in which the User is authorized to use the Website, the Services and the Content. These Terms and Conditions represent a binding agreement between the User and the Owner. The User accepts the Terms and Conditions when accessing the Website. **BY MERELY ACCESSING THE WEBSITE, THE USER EXPLICITLY ACCEPTS THE TERMS AND CONDITIONS; IF THE USER DO NOT ACCEPT THEM, THE USER MUST REFRAIN FROM ACCESSING THE WEBSITE OR ANY SERVICE.** The Owner reserves the right, at its sole discretion and at any time, to change, modify, supplement or delete parts of the Terms and Conditions. If the User continues to access the Website, and/or use the Services after changes have been made to the Terms and Conditions, this indicates that the User accepts the changes made.

Use of the Website and Services

The User is solely responsible for the use of the Website, the use of which is made at his/her own risk and falls entirely under his/her responsibility. Any explanatory texts provided in correspondence with the available Services have explanatory and informative purposes of the Services and in no case they can represent a commitment of the Owner in performing such Services in favor of the User. These texts have in fact the sole purpose of facilitating the use and understanding of the Services, are not exhaustive and may not adapt to the specific user's need. The Owner is a mere technical supplier of the Services and can in no case be held responsible for the use that the User makes of the Services, nor with respect to the achievement of the purposes of the Service. The Owner does not deliver neither financial, accounting nor legal advices when offering the Services. The User is the sole responsible to check all the financial, accounting or legal implications of the Services with regard to the user's specific situation and expectations.

Services provided by third parties

Users may use services or content provided by third parties, but must first have read the terms and conditions of such third parties and have accepted them. Under no circumstances the Owner may be held responsible in relation to the proper functioning or availability, or both, of services provided by third parties.

Interruption of the Services

The Owner reserves the right to add, remove functionality or features or suspend or completely interrupt access to the Website or to the Services, either temporarily or permanently. The Owner is free at any time to interrupt or suspend access to all or part of the Services, or to the Website, in particular for operational or maintenance reasons, and to modify, suspend, delete the Website, without Users having any claim for compensation. The Owner will do everything possible to ensure the proper functioning of the Website. However, the Owner has only an obligation of means with regard to access and use of the Website. The Owner cannot guarantee that the Website, or its individual sections, will always be available or free of typographical, technical or other errors, that the faults will be corrected or that the hosting servers will be free of viruses or bugs. The Owner does not guarantee that the operation of the Website is continuous or error-free.

Resale of the Service

Users are not authorized to reproduce, duplicate, copy, sell, resell or exploit any portion of the Website, its Contents, or the Services without the express permission of the Owner, by virtue of a specific written agreement.

Indemnity

The User undertakes to indemnify the Owner (as well as any companies controlled or affiliated by the same, its representatives, directors, agents, licensees, partners and employees), from any obligation or liability, including any legal costs incurred to defend itself in court, which may arise against damages caused by the User acting in violation of the Terms and Conditions.

Prohibited use

The Website shall be used in accordance with the Terms and Conditions.

Users may not:

- reverse engineer, decompile, disassemble, modify or create derivative works based on the Website or any portion thereof;
- circumvent the computer systems used by the Website or its licensors to protect the Content accessible through it;
- copy, store, modify, change, prepare derivative works or alter in any way any portion of the Content provided by the Website;
- use any robot, spider, website search and/or retrieval application, or any other device, process or automated means to access, retrieve, scrape or index any portion of the Website or Content;
- rent, license or sublicense the Website;
- defame, offend, harass, engage in threatening practices, threaten or otherwise violate the rights (such as the right to privacy) of the Owner or any other person or entity directly or indirectly related;
- disseminate or publish illegal, obscene, illegitimate, defamatory or inappropriate content by associating it, directly or indirectly, with the Website, or any portion thereof, with the Contents, with the Services, or with the Owner or any other person or entity directly or indirectly connected to the Owner;
- use the Website in any other improper manner that violates these Terms & Conditions.

Privacy policy

For information on the use of personal data, Users must refer to the privacy policy of the Owner.

Intellectual Property Rights

All trademarks, figurative or nominative, and all other signs, trade names, service marks, word marks, trade names, illustrations, images, logos that appear on the Website are and remain the exclusive property of the Owner or its licensors and are protected by applicable trademark laws and related international treaties.

Limitations of Liability

The Website is accessible to Users under the Terms and Conditions, without any warranty, express or implied, that is not mandatory by law. In particular, no guarantee is given of suitability of the Services for the particular purposes autonomously set by the User. The use of the Website is carried out by Users at their own risk and under their own responsibility.

Therefore, the Owner will not be responsible for:

- any loss of business opportunity and any other loss, even indirect, possibly suffered by the User (such as, by way of example and not limited to, commercial losses, loss of revenues, revenues, profits or presumed savings, loss of contracts or business relationships, loss of reputation or goodwill value, etc.);
- damages or losses deriving from interruptions or malfunctions of the Website due to events of force majeure or, in any case, to unforeseen and unforeseeable events and, in any case, independent of the will and unrelated to the sphere of control of the Owner, such as, by way of example and not exhaustive, failures or interruptions to telephone or electrical lines, to the internet and / or in any case to other transmission tools, unavailability of Websites, strikes, natural events, viruses and cyber attacks, interruptions in the provision of third-party products, services or applications;
- incorrect or unsuitable use of the Website by Users or third parties.

Assignment

The Owner reserves the right to transfer, assign, arrange for novation or subcontract all or some of the rights or obligations arising from the Terms&Conditions, provided that the herein User's rights are not affected. The User may not assign or transfer in any way his rights or obligations under the Terms&Conditions without the written permission of the Owner.

Communications

All communications to the Owner relating to the Terms&Conditions must be sent using the email address business@heliosfund.io.

Severability

If any provision of the Terms&Conditions is found to be void, invalid or ineffective, that clause will be deleted while the remaining clauses will not be affected by it and will remain in full force and effect.

Applicable Law and Jurisdiction

These Terms&Conditions and all disputes regarding the execution, interpretation and validity of this contract are subject to the law and the jurisdiction of the court of the State where the Owner resides. The exclusive forum of the consumer is an exception, if the law so provides.

March, 8, 2022