

THESE TERMS AND CONDITIONS APPLY TO THE USE OF THE HELIO APP, SOLANA PAY, AND OTHER WHITE-LABELLED APPLICATIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS APP.

What's in these terms?

These terms tell you the rules for using the Helio application which may be accessed at <https://hel.io> or <https://app.hel.io> (our App).

Who we are and how to contact us

Hel.io is an App operated by Helio Fintech Limited ("We" or the "Company"). We are registered in England and Wales under company number 13836904 and have our registered office at 16 Great Queen Street, Covent Garden, London, United Kingdom, WC2B 5AH. We are a limited company. To contact us, please email hi@hel.io.

By using our App you accept these terms

By using our App, you confirm that you accept these terms of use and that you agree to comply with them.

These terms govern your use of the Helio application (the "App") and any associated or connected, or other services, features, content, or applications we offer through the App (collectively, the "Services"), which facilitates direct peer-to-peer transactions on decentralised blockchains ("Blockchain").

If you do not agree to these terms, you must not use our App.

We recommend that you print a copy of these terms for future reference.

Risks

Before using Helio's services, creating a crypto wallet, or purchasing digital assets, you must consider whether using those Services is suitable for you after carefully considering your financial circumstances. The value of digital assets such as cryptocurrency fluctuates and may become worthless. Cryptocurrency is not legal tender. A digital asset's past value or performance is not an indicator of

its future value or performance. By using the Services you agree that Helio is not responsible for any loss of a digital asset, or any losses arising from theft, loss, or mishandling, or diminution of value of any digital asset. Additionally, cryptocurrencies are not protected by the Financial Services Compensation Scheme (FSCS), the Federal Deposit Insurance Corporation (FDIC), the Securities Investor Protection Corporation (SIPC) or any other public or private insurer, including against cyber theft or theft by any other means. The nature of cryptocurrency may lead to an increased risk of fraud or cyber-attack and your cryptocurrency value may be irretrievably lost or stolen. Transfers or transactions in cryptocurrency are irrevocable and irreversible. Cryptocurrency assets are not regulated in many jurisdictions.

Helio is not an investment service and does not provide investment advice. No information on the App, including but not limited to information provided by Helio, constitutes investment advice. You must take independent professional investment advice before using the App. You agree that you will not use the contents of Helio's App or Services to make any investment decision.

Helio is not a digital asset market and does not make any representation or warranty as to the value of any digital asset. Helio may provide information regarding the price of digital assets. Helio does not make any representation or warranty as to the quality, accuracy, or completeness of that data. You must not rely on any pricing data provided on the App. You must independently verify any such information from a reputable source before relying on pricing information. Digital asset values are often volatile and may change instantaneously. Helio is not responsible or liable for any loss incurred by your using or transferring digital assets in connection with or based on the information you have received through using our Services.

Services

Our Services facilitate direct peer-to-peer transactions between merchants and buyers in USDC, USDT, BTC, SOL, ETH, ERC-20, SPL tokens and other cryptoassets. You may use our Services by logging in or linking your crypto wallet(s) to <https://hel.io/> or <https://app.hel.io> to access the Helio dashboard, Pay Links, or various integration options.

By using the Helio platform, you hereby grant Helio the right and licence to use your company's logo for marketing and promotional purposes. Such use may include but is not limited to, displaying your logo on the Helio webpage, in marketing materials, and advertising campaigns.

HelioX is the pro version of Helio with the lowest fees and advanced features.

While Helio offers Services for businesses and individuals to accept direct, peer-to-peer transactions using the blockchain, it does not buy, sell, or take custody or possession of any cryptocurrency or digital asset, nor does it act as an agent or custodian for any user of the Services. Any transfer of digital assets is transacted via a Smart Contract deployed by the Company to ensure that the merchant using our Services can ship digital content, goods, or services upon confirmation of the transaction through the relevant Blockchain network. Merchants receive digital assets directly in their connected self-custody wallet. We accept no liability to you or to any third party for any claims or damages that may arise in connection with any transaction that you engage in utilising the Services.

If you use the Services to send a transaction, you are a “Buyer”, and if you are using the Services to accept transactions, you are a “Merchant” and the terms of your agreement with each other are “Purchase Terms”. If you are either a Buyer or a Merchant, you agree that all Purchase Terms are determined by the Buyer and the Merchant. Helio is not a party to any Purchase Terms, which are solely between the Buyer and the Merchant, and is not responsible for, and accepts no liability in respect of, ensuring compliance with such terms nor mediating or resolving any disputes concerning such Purchase Terms, including but not limited to any disputes arising out of or related to any intellectual property rights associated with digital content. The Buyer and Merchant are entirely responsible for communicating, agreeing to and enforcing Purchase Terms and for resolving any disputes arising from any breach of any Purchase Terms. Merchants must comply with and fulfil the Purchase Terms concerning any digital content, goods, or services that they sell.

By completing a transaction on Helio, you as the Buyer acknowledge that the transaction is made with cryptocurrency and is a direct peer-to-peer transfer from you to the Merchant. Once a transaction is approved, Helio is unable to reverse the transaction or reclaim funds on your behalf. As a result, we are unable to resolve any disputes as the transactions are secured by the blockchain and are irreversible. By using Helio, you as Buyer agree to these terms and conditions.

Costs and Fees: Transactions are subject to fees for utilising the Services are subject to fees (“Fees”). The Fees are listed [here](#).

To calculate the Fees, the following definitions apply:

“Revenue” means the gross amount received by Merchants when using our Services to accept Transactions.

“Gas fees” mean the fees that fund the network of computers that run the decentralised blockchain network.

“Transaction Fee” means the percentage of the Revenue generated from acceptance of transactions using our Services. The Transaction Fee may be, but is not required to be, the sales percentage for each transaction and may be changed from time to time.

By using the Services you agree to pay all applicable fees, and you authorise the Company automatically to charge you for any such fees or deduct such fees (including Transaction Fees) directly. Transactions received by Merchants do not include any taxes, and the Company shall have no responsibility for any such taxes by whomsoever levied. Each party shall be responsible for all taxes imposed on its income or property. In addition, interactions with the Blockchain may also result in transaction fees or Gas Fees imposed by the Blockchain, which shall also be your sole responsibility.

If you use our Services to accept transactions, you will receive Revenue less the Transaction Fee for each transaction effected by utilising the Services.

Associated applications

There are many associated applications available via the platform. Access to and use of these applications via the App is subject to these terms and conditions.

Helio Pay Link is a hosted checkout page that merchants using our Services may create via the Helio dashboard. The purpose of the Pay Link is to make it easy for Merchants to make products and services available to Buyers and offer a simple interface to facilitate the peer-to-peer blockchain transaction between the parties. Merchants may use Pay Links to request customer information such as email addresses, integrate third-party digital platforms such as Discord, include digital content and memberships, and restrict or "gate" access based on allow lists, Discord roles and more.

Helio Raffle is a feature that facilitates the creation and management of "free" raffles by Merchants as a mechanism to draw winners who may then participate in a sale via a Helio Pay Link. Helio shall not be liable for the conduct, content or outcome of any raffle created on the Helio application (the “App”) and any associated or connected services. By using Helio Raffle, Merchants agree to defend, indemnify and hold Helio and its subsidiaries, affiliates, officers, agents, partners and employees harmless from any legal claims or proceedings brought

against Helio arising from raffles they create using the Helio Raffle feature. Raffle creation using Helio Raffle is provided free of charge. By using the Helio Raffle feature, merchants acknowledge they have read, understood, and agree to be bound by these Terms and Conditions.

Helio Checkout Widget makes it easy for Merchants to embed Helio into a web store, app or platform to facilitate peer-to-peer blockchain transactions. The Helio Checkout Widget consists of an embed script, react wrapper and various other UX components as described in our developer [documents](#). It also enables Helio Wallet functionality to allow Buyers to create and fund a wallet with digital assets within the checkout widget.

Helio Wallet is a self-custody wallet service developed by the Company in collaboration with third-party software providers (including, but not limited to Web3auth - please refer to their terms and conditions [here](#)). Helio Wallet also integrates and aggregates various "on-and-off ramp" technologies that allow users to exchange digital assets between Helio Wallet and bank accounts. Users of Helio Wallet acknowledge and agree that the use of this service is entirely at their sole risk. Any loss, damage, unauthorised access, malfunction, or other issues related to Helio Wallet and the user's digital assets and funds shall be borne exclusively by the user. The Company will never hold your assets, funds, or your private keys and shall not be responsible or liable for the loss, recovery, or compromise of such funds or data. The Company makes no representations, warranties, or guarantees, whether expressed or implied, about the suitability, reliability, availability, accuracy, and completeness of Helio Wallet. The user acknowledges that Helio Wallet, being developed in collaboration with third-party software providers, may have inherent risks, including but not limited to technical malfunctions, unauthorised intrusions, and potential vulnerabilities. Users are solely responsible for safeguarding their Helio Wallet data, including passwords and any other related information. The Company reserves the right to update or modify the Helio Wallet service at any time. By using Helio Wallet, users acknowledge that they have read, understood, and agree to be bound by this provision.

Helio Play is a hosting service, not a content distributor. This means that we do not own or create any of the content that is published on our platform. All content is the sole responsibility of the person who published it. This includes ensuring that they have the rights and permissions to publish the content and that it does

not infringe on any third-party rights. We are not responsible for any errors or omissions in the content published on our platform.

We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our App, please check these terms to ensure you understand the terms that apply at that time.

We may make changes to our App

We may update and change our App from time to time to reflect changes to our products, our users' needs and our business priorities.

We may suspend or withdraw our App

Our App is made available free of charge.

We do not guarantee that our App, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our App for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our App through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

How you may use material on our App

We are the owner or the licensee of all intellectual property rights in our App and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Some parts of Helio are licensed under third-party open-source licences. As for other parts of Helio, you may not copy or adapt any portion of our code or visual design elements (including logos) without express written permission from Helio. You may not: (1) access or tamper with non-public areas of the Services, our computer systems, or the systems of our technical providers; (2) access or search the Services by any means other than the currently available, published

interfaces (e.g., APIs) that we provide; (3) forge any TCP/IP packet header or any part of the header information in any email or sharing, or in any way use the Services to send altered, deceptive, or false source-identifying information; or (4) interfere with or disrupt, the access of any user, host, or network, including sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of content or accounts in such a manner as to interfere with or create an undue burden on the Services

You may print off one copy and may download extracts, of any page(s) from our App for your personal use and you may draw the attention of others within your organisation to content posted on our App.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our App must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our App for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our App in breach of these terms of use, your right to use our App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping concerning our App or any services provided via, or about, our App. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the App or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which apply to us.

Do not rely on information on this App

The content on our App is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on our App.

Although we make reasonable efforts to update the information on our App, we make no representations, warranties or guarantees, whether express or implied, that the content on our App is accurate, complete or up to date.

We are not responsible for Apps we link to

Where our App contains links to other Apps and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked web apps or information you may obtain from them.

We have no control over the contents of those Apps or resources.

Our responsibility for loss or damage suffered by you

- We exclude all implied conditions, warranties, representations or other terms that may apply to our App or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our App; or
 - use of or reliance on any content displayed on our App.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;

- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Our trade and service marks

You are not permitted to use without our approval, any trade or service marks of Helio Fintech Limited.