

Last Updated 29th October, 2022

NOTICE: HELPALL SOCIAL'S SERVICES ARE NOT DESIGNED FOR USE IN EMERGENCY SITUATIONS OR ANY OF THE CASES LISTED BELOW. OUR COMMUNITY DOES NOT AND CANNOT PROVIDE EMERGENCY ASSISTANCE.

Please contact emergency services or go to the nearest hospital if:

- you think you or someone else is having a medical or psychiatric emergency
- you are thinking about committing suicide
- you are considering harming yourself or others
- you are concerned that you or someone else is in danger

Terms of Service

Join the kindness revolution. Move society forward. We at Helpall Social, Inc. welcome you to our website and social platform. We are a social digital platform designed solely to connect people who need help with those who want to and have the capabilities to help. To do this, we provide an online service, including but not limited to, a web and mobile application, live maps, sharing, communication, in-app messaging & calling services (collectively referred to as the "Services"). This Agreement applies to anyone who accesses or uses our Services, regardless of registration status.

We make the Services available to you in exchange for your agreement with both the Terms of Service below and our Privacy Policy (collectively the "Agreement"). Helpall Social, Inc. is the manager and operator of the Services and may be referred to below as "Helpall Social", "we", "us", or "our". Any person or entity accessing, using, or subscribing to part or all of the Services or attending an event by utilizing our Services, either directly or indirectly, is variously referred to as "you" or "your". If you are using the Services on behalf of a group or organization, you represent that you can and do agree to these Services on behalf of your group or organization and the terms "you" or "your" include your group or organization as well.

Please read the Agreement carefully since it is a legally binding agreement that includes information about your legal rights and responsibilities regarding the Services. By using the Services, you agree to the terms of this Agreement. By using this website, you signify that you accept this Agreement. If you do not accept this Agreement, you may not use or access the Services.

Also note that linked websites, software providers, identification verification, and other separate functionalities may be subject to additional or different user agreements. By using these other sources, you agree to accept the terms of service and other conditions that apply to these other companies and functionalities.

Our Services

The Services may be used to connect people wanting to help in various forms and locations to those willing to offer help. We help you make connections, upload, and view content, send messages to others, and promote content. We do not process payments, provide insurance or any

other guarantees or support to you or other users of our Service, offer goods or services to users other than the Services, or financial assistance of any kind through our Services. While Helpall Social may partner with private or public organizations, Helpall Social does not promote, sponsor, represent, or endorse any business, organization, or government agency anywhere in the world unless stated otherwise in writing by an authorized representative of Helpall Social. The interactions you have with those seeking or providing help happen independently of our company. No help provider or requester, provider of any good or service, payment processor, or any other company, organization, or business entity acts as an employee, agent, or other representative of ours unless we specifically state otherwise in writing by an authorized representative of Helpall Social. We do not perform any screening of people promoting or attending events in any way. We hope your experiences with the people you meet through our Services are meaningful and enjoyable. However, you understand and agree that we take no responsibility for your interactions or the behavior of anyone you meet through our Services. Should any interaction with someone through our Services not meet your needs or expectations, you should communicate with them directly, find other assistance where applicable, or seek other connections.

Since we have no control over your interactions with other users of our Services, we are not responsible for these interactions. We do not endorse and are not responsible for any content, advertising, products, services, or other materials or information provided by anyone through our Services. Please use caution and your best judgment when visiting new places, interacting with other people, and arranging transportation to and from these places. To the greatest extent allowed by law, we are not responsible for your use of, or reliance upon, any content, advertising, products, services, or other materials or information you receive through our Services.

Your Responsibilities

To create an account with Helpall Social or use the Services, you must represent and warrant the following:

- You are the age of majority in your jurisdiction;
- You may legally enter into a binding contract with us;
- You do not have more than one account on our Services;
- You are not prohibited by applicable law from using our Services;
- You are not located in or using our Services in a country subject to government embargo or designated as a “terrorist supporting” country by the United States and are not on any list of individuals prohibited from conducting business in the United States;
- You are not required to register as a sex offender with any state, federal or local sex offender registry; and
- You have not committed, been convicted of, or pled no contest to a felony or indictable offense (or crime of similar severity), a sex crime, or any crime involving violence or a threat of violence, unless you have received clemency for a non-violent crime and we have determined that you are not likely to pose a threat to other users of our Services.

If you cannot meet these requirements at any time, you may not use our Services and must immediately delete your account. Helpall Social may remove your access to our Services at any time and at our sole discretion.

By using the Services, you agree to follow this Agreement which includes checking these pages from time to time so you are aware of any changes. You agree to comply with all applicable laws when using our Services, including without limitation laws regarding criminal activity, privacy, publicity, intellectual property ownership, mass communication regulations, and intellectual property.

You also agree not to do any of the following:

- Use another person's account information or pretending to be another person;
- Use our messaging service for any purpose that violates this Agreement or other of our posted policies, the laws of an applicable nation, state, or local laws or relevant administrative agency policy or guideline;
- Use the Services if we have previously disabled an account of yours for violating the Agreement, unless you have our written permission to create a new account;
- Use the information on our Services for commercial purposes, such as advertising or selling products or services, or other activities we do not permit;
- Transmit any information that is either illegal, unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, misleading, fraudulent, or hateful to any person, group, or entity;
- Use the Services in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or another (whether through action or refraining from acting);
- Use any information that may infringe or otherwise violate the intellectual property, privacy, or publicity rights of others, including attempts to copy, modify, transmit, distribute, or create any derivative works from Helpall Social or other users, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content, or proprietary information accessible through our Services without our prior written consent;
- Falsely holding yourself out as a representative, agent, or other special relationship with Helpall Social;
- Collect, copy, transmit, or otherwise access information from the Services using automated means or otherwise reproducing any part of our Services or information about our users without prior written permission
- Access any content or other information you do not have permission to access;
- Intentionally distribute any type of harmful computer code or do anything that could disable, overburden, or impair the working or appearance of the Services or related services, or disrupts or negatively affects the platform;
- Develop applications that interact with or replicate the Services, testing or scanning the Services or any of our systems or networks;
- Provide any goods, services, or other incentives in exchange for assistance.

All determination regarding violation of these requirements will be made completely at our sole discretion. We expressly reserve the right, again at our sole discretion, to terminate your access to the Services due to any act that would constitute a violation of these Terms and Conditions.

Website Information and Availability

We take actions to protect the information you provide to us. We have confidentiality policies limiting access to and use of your information. We have security measures to protect your information. For more information, please see our Privacy Policy. We ask that you also take your privacy seriously and be sure to take basic precautions to keep your information safe. Please ensure your device and Internet connection are secure. If you have an account with us, please do not share your access information with others and be sure to keep it confidential.

We will attempt to maintain the integrity and accuracy of the information of the Services. However, we make no guarantees as to the availability, correctness, completeness, or accuracy of any information on the Services. The Services may contain inaccuracies, errors, omissions, or statements of opinion by individuals that do not represent our views. We cannot guarantee that any of the content provided through our Services is accurate, up-to-date, true, kind, or appropriate. There is also always a possibility that a third party has made unauthorized alterations, deletions, or additions to our content without our knowledge.

In consideration for use of our Services, you agree that we and other third parties may place advertisements on our Services. If you provide feedback to us in any form, you agree that we may use the feedback for any reason without compensating you and grant us all right, title, and interest to such feedback.

The Services include hyperlinks to external websites with information about third party requests, events, products, services, social media, and other content. We have no control over external websites and are not responsible for their availability, content, privacy practices, or security. As such, we do not endorse and are not responsible for any content, advertising, products, services, or other materials or information available from such external websites. We are not responsible for your use of, or reliance upon, any such materials or information on such external websites.

Should you believe that any information on our Services is inaccurate or has been altered without authorization, please contact us at _____@Helpall.com.

Content

While using our Services, you will have access to content that you post, that we post, and that others post. This may include, without limitation, text, images, audio, video, or other media. By posting any content on the Services, you represent and warrant that you own all rights to the content and grant us a complete license to use the content you upload. Specifically, you grant us a worldwide, perpetual, transferable, sub-licensable, non-exclusive, royalty-free right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, translate, modify, reformat, perform, incorporate into other works, advertise, distribute and otherwise make your content publicly available, including any information you authorize us to access from third-party sources such as social media, in whole or in part, and in any way and in any format or medium currently known or developed in the future.

You are solely responsible for the content posted through your account. You agree to indemnify, defend, release, and hold us harmless from any claims made from any person or entity based on your content, to the greatest extent allowed by applicable law. You also represent and warrant to us that you own and can license to us all rights and licenses to this content that we require, and

that you automatically grant us such a license to use your content. Again, your content must be legal and your own. Your content may not infringe on anyone else's privacy, intellectual property, or other rights. You may not display in your profile health, genetic, or financial information; social security or credit card numbers; or data disclosing criminal records. To the greatest extent possible, you agree not to provide information about your racial or ethnic origin, religious or philosophical beliefs, trade union membership status, or sex life or sexual orientation. When posting content, you understand that it may be viewed and shared by other people. You also understand and agree that we have the right, at our sole discretion, to remove, edit, limit, block, or otherwise restrict access to any of your content at any time. We ask you to use your best judgment to protect yourself and your sensitive personal information when using our Services and interacting with others you meet while using our Services.

As part of your ability to post information in our Services, you understand and agree that we may access, preserve, and disclose your account information and content upon the request of law enforcement, administrative, or judicial representatives of applicable jurisdiction. We may also access, preserve, or disclose your account information or content if we believe, at our sole discretion, that doing so would help us comply with legal, judicial, or administrative requirements, internal processes, enforcement of our Agreement, respond to third-party claims, respond to your requests, improve our internal procedures or technology, or to protect the rights or interests of ourselves or another individual or entity.

Content that we or others place on the Services is not your content. This means you are not allowed to copy, edit, modify, or otherwise use this content except as we permit as consistent within the purpose of our Services. Helpall Social presently permits you to share the following through our Services onto third-party platforms or other services: help requests, information cards, and hero boosts.

Unless stated otherwise, all content on our Services, including text, graphics, logos, trademarks, icons, photos, images, forms, audio, video, content, user interfaces, software, and other intellectual property is either our or our licensors' property and is protected by United States and international laws. We allow you to view or download a single copy of the content from our Services solely for your personal, noncommercial use. Any use of these materials, or of any materials contributed to the Services by others, on any other website or networked computer environment for any purpose is prohibited unless we specifically authorize otherwise in this Agreement or in writing.

In consideration for your compliance with the Agreement, we grant you a limited license to access and use the Services. This limited license does not include use of any of this intellectual property beyond what you need to make use of the Services as we specify in the Agreement or on our website. We reserve any rights not expressly granted by this Agreement. Content and features are subject to change or termination without notice in our sole discretion.

We do not perform any background checks, identity verifications, consumer report research, or other research on the people or organizations. We may have a third-party service provider verify identification whose findings we may post on the Services, but we do not make any promises or take any responsibility for these findings. **WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR**

SAFETY OF OUR USERS. You agree and understand that you are solely responsible for your interactions with other users and your safety at the places you visit when using our Services. We recommend being cautious and safe when interacting with new places and people.

Our Services may contain advertisements and promotions offered by third parties or users in some cases. They may include links to websites, social media accounts, payment portals, products, services, or other resources. We may also provide links or other referrals to third-party content in the Services. We are not responsible for this external content or its availability, nor for the actions of these third-party content sources or providers. We remind you that other terms of use than this Agreement may apply to your interactions with these third-party providers.

Communications

We provide interactive online services to help you request, respond to, find, promote, and provide help. These services may include, but are not limited to, messaging, audio calls, video conferencing services, maps, and other information. Please see our Privacy Policy for more information about how we use this information. In consideration for access to our website, you agree and accept the requirements of the Agreement, including the requirements for appropriate interaction with others listed in the “Your Responsibilities” section of these Terms and Conditions. You acknowledge and agree that violation of these conduct requirements shall constitute a material breach of these Terms and Conditions.

Termination

You may delete your account at any time if you no longer wish to use our Services. Please understand that you will be responsible for cancelling or otherwise addressing any pending requests for help or offers of assistance you have made that remain open. Please also be aware that any obligations you incur with third-party providers or users may not terminate with deletion of your account.

To initiate deletion of your Helpall account, send an email to support@helpall.com with the subject “Account Deletion”. In the email body, state the phone number you used to register for Helpall and describe the reason for requesting the account deletion. Helpall will contact you to verify the request before starting the account termination process. Note that account deletion may take up to 90 days from the day we receive the email.

We may suspend or terminate your account at our sole discretion. This may happen if you violate the Agreement, misuse our Services, take illegal or inappropriate actions that come to our attention, or in response to complaints by our other users or third-party service providers. Your account information may be preserved or deleted based on your actions and the policies outlined in the Services.

Relevant portions of the Agreement will continue to remain enforceable for your interactions with us following termination.

Changes to the Services

From time to time we may make changes to the Services or this Agreement (including any information and policies linked to this Agreement), make changes in the Services, or add new

features at any time without notice. When we make material changes that modify how we use existing information about you, we will make efforts to notify you using the email address that you have provided to us. Any such change will become effective on the date we post the new Agreement on our Services and will apply to the greatest extent permitted by law. We encourage you to regularly check for updates to the Agreement and to review the Agreement in its entirety when there are updates.

YOU AGREE AND ACCEPT THAT YOUR ACCESS TO OR USE OF OUR SERVICES ON OR AFTER CHANGES TO THE AGREEMENT ARE POSTED TO OUR WEBSITE CONSTITUTES YOUR ACCEPTANCE OF THE AGREEMENT AS IT APPEARS AT THE TIME OF YOUR ACCESS TO OR USE OF THE WEBSITE.

Use by Minors Prohibited

It is our policy that only those who are at the age of majority in their jurisdiction and representatives of minors may access and use the Services. By “age of majority”, we mean of an age where a person is allowed to enter into a binding legal agreement for non-essential services. Regardless, you may not use our Services if you are under We do not accept users under fifteen years of age.

Disclaimers, Indemnification, and Limitation of Liability

THE SERVICES AND ALL CONTENT, INFORMATION, MATERIALS, PRODUCTS (INCLUDING SOFTWARE), OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU BY HELLPALL SOCIAL ARE PROVIDED ON AN "AS IS" AND “AS AVAILABLE” BASIS WITH ALL FAULTS. NEITHER WE NOR ANY OTHER PERSON OR ENTITY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS, (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH OUR SERVICES (INCLUDING HYPERLINKED WEBSITES). TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

HELPPALL SOCIAL DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY, OR ABILITY OF THIRD-PARTY PROVIDERS OR USERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED OR OBTAINED FROM OUR USERS OR OTHER THIRD-PARTY PROVIDERS IN CONNECTION WITH THE HELP YOU REQUEST OR RECEIVE, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

HELPPALL SOCIAL DOES NOT CONTROL, MANAGE OR DIRECT ANY THIRD-PARTY PROVIDERS INCLUDING OUR USERS. THIRD-PARTY PROVIDERS AND USERS ARE NOT AGENTS (REAL OR APPARENT), OSTENSIBLE AGENTS, VOLUNTEERS FOR, EMPLOYEES, OR INDEPENDENT CONTRACTORS OF HELPPALL SOCIAL. HELPPALL

SOCIAL DOES NOT CONTROL, ENDORSE, OR TAKE RESPONSIBILITY FOR ANY USER/THIRD-PARTY CONTENT AVAILABLE ON OR LINKED TO BY THE SERVICES, NOR THE ACTIONS OF USERS OR OTHER THIRD PARTIES.

WE MAKE NO GUARANTEES THAT OUR WEBSITE, THE SERVICES PROVIDED THROUGH OUR WEBSITE OR MOBILE APPLICATION, OR THE CONTENT AVAILABLE THROUGH OUR SERVICES WILL ALWAYS BE SAFE, SECURE, ERROR-FREE, AVAILABLE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF OUR SERVICES IS ACCESSED AT YOUR SOLE RISK. HELPALL SOCIAL IS NOT RESPONSIBLE FOR ANY UNWANTED COMMUNICATIONS OR DAMAGE TO YOUR COMPUTER OR PHONE HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, BUT WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, HACKING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER DISRUPTION OR MALFUNCTION.

NO ORAL OR WRITTEN INFORMATION OR ADVICE FROM THE SERVICES OR GIVEN BY US OR ANY OTHER PERSON OR ENTITY (INCLUDING, WITHOUT LIMITATION, OUR EMPLOYEES AND REPRESENTATIVES) SHALL CREATE A WARRANTY NOR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. YOUR USE OF THE SERVICES IS VOLUNTARY, AND AT YOUR OWN RISK. ANY REFERENCES TO SPECIFIC PRODUCTS OR SERVICES ON OUR WEBSITE DO NOT CONSTITUTE OR IMPLY A RECOMMENDATION OR ENDORSEMENT OF SUCH PRODUCTS OR SERVICES BY US UNLESS SPECIFICALLY STATED OTHERWISE.

You are responsible for backing up your data on your computer hard drives so that you can reconstruct any lost data.

Indemnification

You agree, to the greatest extent allowed by law, to indemnify, defend, and hold harmless Helpall Social, Inc., our affiliates, officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our Services, the content you provide to or view from our Services, your interactions with others (including users of the Services and others encountered either at the location of the help to be provided or received as well as those interacted with on your way to or from the location), or your breach of the Agreement.

Limitation of Liability

UNDER NO CIRCUMSTANCES WHATSOEVER SHALL WE (Helpall Social, Inc.) OR ANY OF OUR SPONSORS, MEMBERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES, CONTRACTORS, AGENTS, CONTENT PROVIDERS, REPRESENTATIVES, DIRECTORS, SHAREHOLDERS, SUCCESSORS, ASSIGNS, OR ANY OTHER RELATED PERSONS OR ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL,

SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES, RELATED PRODUCTS OR SERVICES INCLUDING OUR WEBSITE, CONTENT CONTAINED WITHIN THE WEBSITE, OR ANY HYPERLINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR SERVICES, RELATED PRODUCTS OR SERVICES, OR HYPERLINKED WEBSITES IS TO STOP USING OUR OR THE OTHER SERVICES.

HELPAI SOCIAL SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY USER OR OTHER THIRD-PARTY PROVIDER, EVEN IF HELPAI SOCIAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HELPAI SOCIAL SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND HELPAI SOCIAL'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT USERS AND OTHER THIRD-PARTY PROVIDERS PROVIDING ASSISTANCE THROUGH OUR SERVICES MAY NOT HAVE PROFESSIONAL LICENSES, PERMITS, QUALIFICATIONS, KNOWLEDGE, OR EXPERIENCE TO PERFORM THE SERVICES REQUESTED. YOU ACKNOWLEDGE THAT USERS OR OTHER THIRD-PARTY PROVIDERS ARE NOT OSTENSIBLE AGENTS, APPARENT AGENTS, ACTUAL AGENTS, OR EMPLOYEES OF HELPAI SOCIAL.

THE SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE ASSISTANCE WITH USERS OR OTHER THIRD-PARTY PROVIDERS. YOU AGREE THAT HELPAI SOCIAL HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY ASSISTANCE OR SERVICES PROVIDED TO OR NOT PROVIDED TO YOU BY USERS OR OTHER THIRD-PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

HELPAI SOCIAL SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY, OR LOSSES ARISING OUT OF ANY ASSISTANCE OR REFUSAL TO OFFER ASSISTANCE FROM OR BY ANY OF OUR USERS OR OTHER THIRD-PARTY PROVIDERS.

THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, YOU AND YOU MIGHT HAVE ADDITIONAL RIGHTS. EVEN SO, YOU AGREE THAT HELPAI SOCIAL'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. THIS PROVISION SHALL

HAVE NO EFFECT ON HELPALL SOCIAL'S CHOICE OF LAW PROVISION SET FORTH BELOW.

DMCA Takedown Policy

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you have a good faith belief that any information or materials appearing on our Services infringe your copyright, you (or your agent) may send us a notice requesting removal of the information, or that access to the information be blocked.

Should you have a good faith belief that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office website.

In accordance with the DMCA, we have designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed Infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to our designated agent as follows:

Agent: Compliance Department

Address: Helpall Social, Inc.

ATTN: Legal Department

1807 Santa Rita Rd, Ste H-278,

Pleasanton California, 94566 (USA)

Phone: 925-587-4646

Email: DMCAnotice@helpall.com

(This contact information is for copyright-related complaints only. No solicitations.)

Please note: If you materially misrepresent that online material, product, or activity is infringing your copyrights, you may be liable for damages (including court costs and attorneys' fees) and could be subject to criminal prosecution for perjury. We suggest that you consult your legal advisor before filing a notice or counter-notice.

Choice of Law

For any claim, cause of action, or dispute you have against us that arises out of or relates to the Agreement or our Services for residents or persons within the United States of America, you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in Alameda County, California. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern this Agreement and any claim, without regard to conflict of law provisions. Should any version of the Uniform Computer Information Transactions Act be enacted as part of California law, the statute shall not govern any aspect of this Agreement.

For any claim, cause of action, or dispute you have against us that arises out of or relates to the Agreement or our Services for residents of the United Kingdom or European Union, you may bring claims in your country of residence as provided by local law.

Other Terms

No Assignment

Your right to use and access the Services is personal and specific to you. You may not assign or transfer that right to any third party. We reserve the right to assign and transfer user information to a successor-in-interest or new owner if or when we, or a service we provide, are acquired in whole or in part by or merged with another entity or organization.

Invalidity of a Term

If any of these conditions are deemed invalid, void, or for any reason unenforceable, that condition shall be deemed removed from this Agreement and shall not affect the validity and enforceability of any remaining conditions. The remainder of the Agreement will be interpreted to include the provision to the greatest extent permitted by law.

Linking to this Website

We only consent to links to our Services where the hyperlink and the pages that are activated by the link do not: (a) create frames around any page on our website or use other techniques that alter in any way the visual presentation or appearance of any content within this site; (b) misrepresent your relationship with us; (c) imply that we approves or endorses you, your website, or your service or product offerings; or (d) present false or misleading impressions about us or otherwise damage the goodwill associated with our name or trademarks. As a further condition to being permitted to link to this site, you agree that we may at any time, in our sole discretion, terminate permission to link to our Services. In such event, you agree to immediately remove all links to our Services and to cease any related use of our intellectual property.

Reservation of Rights

We reserve all rights not expressly granted to you.

No Endorsement

Reference in our Services to any specific commercial, government, or non-profit product, process, or service, or the use of any trade, firm, non-profit, company, or government name is for the information and convenience of our users and the public, and does not constitute endorsement, recommendation, or favoring in any way by Helpall Social.

Entire Agreement

These Terms of Use, along with our Privacy Policy, contain the entire agreement between you and Helpall Social regarding the use of our Services. The Terms supersede all previous agreements, representations, and arrangements between us, whether written or oral. If any provision of the Agreement is held invalid, illegal, or otherwise unenforceable, the remainder of the Agreement shall continue in full force and effect.

No Waiver

Any failure by us to exercise or enforce any right or provision of Agreement shall not constitute a waiver of such right or provision.

Translation

This Agreement was written in English. It may then have been translated into other languages. If there is any inconsistency between the English version and a translated version of this Agreement, the English language version of this Agreement controls.

Notice

Except as otherwise stated in this Agreement or as expressly required by law, any notice to us shall be given by certified postal mail to Helpall Social, Inc., ATTN: Legal Department, 1807 Santa Rita Rd, Ste H-278, Pleasanton California, 94566 (USA), or by email to legal@Helpall.com. Any notice to you shall be given to the most current email address in your account.

No Agency

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship between you and Helpall Social is intended or created by this Agreement. You may not enter into an agreement on Helpall Social's behalf or hold yourself out to be able to take any action or make any representation on Helpall Social's behalf.

Severance

If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, the court shall give effect to the parties' intentions as reflected in the provision to the greatest extent permitted by law. All other provisions of this Agreement shall remain in full force and effect.

No Assignment

This Agreement is not assignable, transferable, or sublicensable by you except with our prior written consent. You agree that we may assign or transfer this Agreement to our corporate parent or any affiliate or subsidiary, or in connection with a merger, acquisition, corporate reorganization, sale of all or substantially all of our assets, or similar transaction.