

TERMS AND CONDITIONS

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Introduction

Helm Property Management Software LLC ("Helm Property Management," "we," or "us") operates this website, including any subdomains, mobile applications, or other extensions (collectively, the "Site"). We also operate and are known by the following names/aliases and taglines, to which these Terms and Conditions ("Terms") apply:

Helm Property Management Software
Helm Property Management
Helm PM Software
Helm PMS
Steer Your Helm
Steer Your Ship

These Terms govern your use of our Site. These Terms include information about usage, licensing, and intellectual property. Please read these Terms carefully. By using the Site, you consent to these legally binding Terms as well as our Privacy Policy, which is hereby incorporated.

We may modify the Terms periodically at our sole discretion by updating them on the Site. Any modifications to the Terms will take effect immediately upon posting and will apply to all subsequent

access to and use of the Site. Your continued use of the Site after the revised Terms have been posted signifies your acceptance of the new Terms. It is your responsibility to periodically review the Terms to stay informed of any changes, as the Terms are binding upon you regardless of whether you have read them.

The Site and Helm Property Management's Role

The Site offers users a range of content, features, and services related to managing, leasing, or renting real estate. This includes services such as rental applications, tenant screening, payment processing, rent collection, document storage, eSignature services, service request management, and tenant/landlord messaging. Tenants, or prospective tenants, may use the Site to apply for properties, secure renter's insurance, and handle payments. Similarly, landlords, property managers, or their representatives can use the Site to review applications, screen applicants, and manage payments. We may help facilitate transactions between users and between users and other parties, but we are not directly involved in any transactions, contracts, or agreements between users or between users and third parties, even if the Site is used to facilitate these activities. We do not act as a landlord, property manager, broker, or agent for any user. Although tenants can use the Site to obtain renter's insurance, we do not function as an insurer or insurance agency. Additionally, while we might offer general information about landlord and tenant rights and obligations, we are not legal professionals and do not offer legal advice. Users should seek legal counsel before entering into any contracts.

The content and information available on or through the Site are provided solely for general informational purposes and to support the interactive services offered. While we strive to offer reliable and up-to-date information, we do not guarantee the accuracy, completeness, or usefulness of this information. Any reliance on such information is at your own risk, and we disclaim all liability for any loss or damage resulting from this reliance.

Additionally, although we implement measures to help users avoid potentially fraudulent or illegal activities, such as employing third-party identity verification services to confirm user identities before allowing access to certain interactive features (like requesting credit reports or using electronic payment services), we cannot guarantee the effectiveness of these measures or the accuracy of any user's identity. A verification of identity simply means that the user has provided sufficient information to meet the verification criteria of our third-party vendors and does not ensure the actual identity of the user. You assume the risk of engaging with other users or third parties through the Site and agree to hold Helm Property Management harmless for any such fraudulent or illegal use of user identities.

The Site may feature content from third parties, including contributions from other users, bloggers, licensors, syndicators, aggregators, and reporting services. All opinions and statements expressed in such materials are those of the respective individuals or entities and do not necessarily reflect our views. We are not responsible for, nor liable to you for, the content or accuracy of any materials provided by third parties.

Consent and Capacity

In order to use our services, you must be at least eighteen. Your use of our services is conditioned on your acceptance of these Terms. If you do not agree with these Terms, please discontinue your use of the Site. By using our services, you warrant that you are entering into a binding contract with Helm Property Management Software LLC. Areas of the Site may also be subject to additional terms. Any additional terms are not intended to replace or supersede these Terms, but rather supplement these Terms in those

specific areas. Please take the time to familiarize yourself with the additional conditions of those areas before accessing them.

Site Access and Use

To access the Site or utilize certain features and resources, you might be required to provide specific information or registration details. It is a condition of using the Site that all information you provide is accurate, up-to-date, and complete. By submitting a phone number, you consent to being contacted by Helm Property Management at that number. Standard phone rates from your carrier may apply. You acknowledge that all information you provide through the Site or via any interactive features is governed by our Privacy Policy, and you agree to all actions we take regarding your information as described in that policy.

You must keep any username, password, or other access credentials confidential and not share them with others. Your account is personal to you, and you are responsible for any activity that occurs under your username, password, or credentials. You agree to inform us immediately of any unauthorized access to or use of your credentials, or any other security breaches. Be sure to log out of your account at the end of each session, and exercise extra caution when accessing your account from a public or shared computer to prevent others from viewing or recording your password or personal details.

We reserve the right to deactivate any username, password, or other identifier, whether chosen by you or assigned by us, at any time and at our sole discretion, for any reason, including if we believe you have violated any Terms.

We also reserve the right to withdraw or modify the Site and any of its features, services, or materials at our sole discretion and without prior notice. We will not be liable if the Site is unavailable in whole or in part at any time or for any duration. Occasionally, we may restrict access to all or parts of the Site at our discretion.

Intellectual Property Rights

The Site, including all its content, features, and functionalities (such as but not limited to information, software, text, displays, images, video, audio, and their design, selection, and arrangement), is owned by the Helm Property Management, its licensors, or other material providers and is protected by U.S. and international laws governing copyright, trademark, patent, trade secrets, and other intellectual property or proprietary rights.

Unless explicitly permitted by the Terms, you may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any material from our Site, except in the following ways:

- Your computer may temporarily cache copies of such materials in RAM as you access and view them.
- You may keep files that are automatically cached by your web browser to enhance display.
- You may print or download a reasonable number of pages from the Site for your personal record-keeping, but not for further reproduction, publication, or distribution.

- If we offer desktop, mobile, or other applications for download, you may download one copy to your computer or mobile device solely for personal, non-commercial use, provided you agree to comply with our end user license agreement for those applications.
- If we offer social media features, including links to Facebook, Twitter, YouTube, or LinkedIn, you may use those features according to their respective terms of use.

You must not:

- Alter copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or graphics separately from their accompanying text.
- Remove or modify any copyright, trademark, or other proprietary notices from copies of materials from this site.
- Copy significant portions of information or materials from the Site.
- Distribute, resell, or publish any information or materials from the Site.

For any use of Site material beyond what is outlined in this section, please contact:

info@helmpmsoftware.com.

No rights, titles, or interests in the Site or its content are transferred to you, and all rights not explicitly granted are reserved by Helm Property Management. Unauthorized use of the Site in any manner not expressly allowed by the Terms constitutes a breach and may infringe on copyright, trademark, and other legal rights.

Trademarks

The name "Helm Property Management Software, LLC," the Helm Property Management logo, and all associated names, logos, product and service names, designs, and slogans¹ are trademarks of Helm Property Management Software, LLC or its affiliates or licensors. You are not permitted to use these marks without our prior written consent. All other names, logos, product and service names, designs, and slogans featured on this Site are trademarks of their respective owners

Copyright Infringement

We treat copyright infringement claims with utmost seriousness and will address notices that comply with legal standards. If you believe that any content on the Site infringes on your copyright, you can request its removal (or access to it) by providing a written notice to our Copyright Agent. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), your written notice (the "DMCA Notice") must contain the following details:

- Your physical or electronic signature.

¹ As noted above, the following names and taglines are associated with Helm Property Management Software, LLC: Helm Property Management Software; Helm Property Management; Helm PM Software; Helm PMS; Steer Your Helm; Steer Your Ship.

- Identification of the copyrighted work you claim has been infringed, or a representative list if multiple works are involved.
- A detailed description of the material you believe infringes your copyright, sufficient to enable us to locate it.
- Your contact information, including your name, postal address, phone number, and, if available, email address.
- A statement affirming that you have a genuine belief that the use of the copyrighted material is not authorized by the copyright owner, its representative, or the law.
- A statement affirming the accuracy of the information in your notice.
- A declaration, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Please direct DMCA Notices to our designated Copyright Agent at:

Copyright Agent
Helm Property Management Software, LLC
1103 W 275 S, Layton, Utah 84041
info@helmpmsoftware.com

We will review copyright infringement notices and take the necessary actions under the DMCA. Requests that do not adhere to this process may not receive a response.

Linking to the Site and Social Media Features

You are allowed to link to our homepage, provided that you do so in a manner that is fair, legal, and does not harm our reputation or exploit it. However, you must not create links that imply any form of association, approval, or endorsement by us without our explicit written permission.

The Site may offer certain social media features that allow you to:

- Link from your own or certain third-party websites to specific content on the Site.

- Send emails or other communications containing certain content, or links to specific content, from the Site.
- Display limited portions of content from the Site on your own or certain third-party websites.

You may use these features only as they are provided by us and only with the content for which they are intended, and in accordance with any additional terms and conditions imposed by us or third parties regarding these features. Subject to these conditions, you must not:

- Create a link from any site that you do not own.
- Display the Site or any part of it on another site through methods like framing, deep linking, or in-line linking.
- Link to any section of the Site other than the homepage.
- Take any actions regarding the Site materials that conflict with any other terms in the Terms of Service.

You agree to assist us in stopping any unauthorized framing or linking immediately. We reserve the right to revoke linking permissions without prior notice.

We also reserve the right to disable any social media features or links at our discretion and without notice.

Links to Third Party Websites and Content

If the Site includes links to other sites or resources provided by third parties, these links are offered solely for your convenience. We do not have control over the content of these external sites or resources and are not responsible for them or any loss or damage that may result from your use of them. Should you choose to visit any third-party website linked from the Site, you do so at your own risk and are subject to the terms of use and privacy policies of those external sites.

User Content

helmpmsoftware.com allows its users to post, upload, message or comment on content on the Site. This user-generated content includes, but is not limited to reviews, comments, messages, and pictures. By posting on the Site, you grant Helm Property Management Software LLC a perpetual, nonexclusive, unrestricted, worldwide license to any and all of the user content you post. You acknowledge that you are the sole owner of any copyrights and that your content does not infringe the rights of any third parties. You agree to be fully responsible for any content you post on the Site. User reviews, comments, pictures, and ideas posted on the Site may be used to improve helmpmsoftware.com.

By submitting user content, you

1. Give us permission to store and use such content to improve our services.
2. Grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully sublicensable, and transferable right and license to use, reproduce, distribute, create derivative works from (including, but not limited to, translations), publicly display, publicly perform, transmit, and publish the User Content (in whole or in part) as we, at our sole discretion, see fit. This includes using the content in connection with our business and that of our affiliates, licensees, assignees, successors, parents, subsidiaries, and related entities. This right and license encompass the use of any names, identities, titles, likenesses, distinctive appearances, physical likenesses, images,

portraits, pictures, photographs (both still and moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other aspects of identity or likeness included in the User Content, including but not limited to your name and location (e.g., “William H. – Nampa, ID”), for advertising and trade purposes, in any format, medium, or technology currently known or developed in the future, without further notice, approval, or compensation, except where prohibited by law.

3. Authorize other users to access your User Content and to use, reproduce, distribute, create derivative works from, publicly display, publicly perform, transmit, and publish your User Content for personal, non-commercial purposes as allowed by the Site's functionality and in accordance with the Terms.
4. Waive any claims you may have in any jurisdiction to “moral rights” or “droit moral” rights regarding the User Content.

Helm Property Management Software LLC may monitor any user’s content posted to the Site. We reserve the right, at our discretion, to remove, terminate, or prohibit users from accessing the Site for any reason or no reason with or without notice.

User Responsibilities

Users of the Site agree to the following guidelines:

1. You will keep your username and password confidential. You will not share this information with any other person.
2. You will not use another user’s login and registration information.
3. You will not create fake accounts for the purpose of spamming users or visitors, collecting personal information with or without consent, or any other deceptive practices.
4. You will not circumvent, evade, disable, or otherwise interfere with the security of the Site.
5. You will not infringe the intellectual property rights of others.
6. You will use the Site only for lawful purposes and in accordance with the Terms.
7. You will not use the site:
 - a. In any manner that breaches applicable federal, state, local, or international laws or regulations (including, but not limited to, those concerning the export of data or software to and from the US or other nations).
 - b. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way, such as by exposing them to inappropriate content, soliciting personally identifiable information, or other means.
 - c. To send or facilitate the sending of any advertising or promotional material unless explicitly permitted, including “junk mail,” “chain letters,” “spam,” or any similar solicitation.

- d. To impersonate or attempt to impersonate any individual, including us, our employees, another user, or any other person (including, but not limited to, by using email addresses or screen names associated with these individuals).
- e. To engage in any behavior that restricts or inhibits another person's use or enjoyment of the Site, or that, as we determine, may harm us or other users or expose them to liability.

Furthermore, you agree not to:

- 1. Use the Site in any way that could disable, overload, damage, or impair its functionality, or disrupt other users' ability to engage in real-time activities on the Site.
- 2. Employ any automated tools, such as robots, spiders, or other devices, to access the Site for purposes including monitoring or copying its content.
- 3. Use manual methods to monitor or copy content from the Site or for any other unauthorized purpose without our prior written approval.
- 4. Utilize any device, software, or procedure that disrupts or interferes with the proper functioning of the Site.
- 5. Introduce any malicious software or harmful technological elements, such as viruses, trojan horses, worms, or logic bombs.
- 6. Attempt to gain unauthorized access to, disrupt, damage, or interfere with any sections of the Site, the server hosting the Site, or any connected server, computer, or database.
- 7. Launch denial-of-service attacks or distributed denial-of-service attacks against the Site.
- 8. Otherwise try to interfere with the normal operation of the Site.

Additionally, to access certain portions of the Site, you may be required to provide information. The information you provide must be truthful, accurate, and complete. The information you provide is subject to our Privacy Policy, which is hereby incorporated into these Terms.

Services and Interactions

The Site provides certain interactive services and facilitates transactions and the sharing of information between users and between users and third parties, including by allowing landlords to set up online rental applications for their properties, screen applicants, prepare leases or other documents, and to receive rent payments, and allowing tenants to submit rental applications, approve credit reports, purchase renter's insurance, and make rent payments. In some cases, these interactive services are provided by third parties (e.g. renter's insurance). By using the interactive services, you specifically acknowledge and agree that any information submitted by you or obtained by us or such third parties in connection with your use of these services, including, but not limited to, your name, address, phone number, credit history, including credit report and/or score, rental history, and employment history/verification, may be provided to us or by us to third parties (including but not limited to potential lessors, credit reporting services, third-party vendors, advertisers, and service providers, or other third parties). **YOU ARE PROVIDING EXPRESS PERMISSION FOR US TO COLLECT ALL SUCH INFORMATION AND TO PROVIDE IT TO THIRD PARTIES IN ACCORDANCE WITH OUR PRIVACY POLICY.**

Background Checks and Credit Reporting

We allow landlords to request a credit report and/or a background check report from prospective tenants through the Site. However, this service is provided through RentPrep, a third-party vendor. In providing this service, RentPrep may require your Social Security Number and other personally identifying information (such as details about previous creditors), which they will share with another third-party credit reporting agency for report preparation and identity verification. We do not store this information or use it for any other purposes.

Helm Property Management does not make tenant screening decisions on behalf of landlords. For details on criteria used in tenant screening decisions, please refer to the prospective landlord's website or contact information. If your application results in an adverse action, you have the right to request a free copy of your consumer report from the credit reporting agency and dispute any inaccuracies in the report. The following is the contact information for one of the credit reporting agencies where you can dispute any such inaccuracies:

TransUnion Rental Screening Solutions:
Attention: Consumer Disputes
PO Box 800
Woodlyn, PA 19094
Email: TURSSDispute@transunion.com
Phone: 1-833-458-6338

For landlords requesting a credit or background check report through RentPrep:

- You agree to adhere to RentPrep's Terms and Conditions available at [Terms & Conditions - RentPrep](#).
- You affirm that you are requesting and will use the report in compliance with applicable laws solely for evaluating the prospective tenant's rental application and not for any other purpose. You also commit to not engaging in credit fraud or unethical practices and agree to notify us and cease using the Site and its reports if involved in such activities.
- You must understand and comply with the Fair Credit Reporting Act (FCRA) and any relevant state laws concerning consumer reports.
- If you take an adverse action based on the report (such as denying an application), you may need to provide the applicant with an adverse action notice as required by the FCRA and state laws.
- You understand and acknowledge that Helm Property Management is not providing you with tenant screening decisions or any advice regarding the suitability of tenants you choose to screen through RentPrep and that any decisions made about tenant suitability and placement are solely your decisions for which you agree to bare complete responsibility.

For tenants approving a credit or background check report through RentPrep:

- You agree to adhere to RentPrep's Terms and Conditions available at [Terms & Conditions - RentPrep](#).
- You acknowledge that submitting a rental application or approving a report does not guarantee acceptance of your application or any benefits and is solely for submission to the landlord.

- You understand and acknowledge that Helm Property Management is not the decision maker responsible for approving your tenant application. Rather, you understand and acknowledge that the landlord to whom you have submitted your application is solely responsible for decisions regarding your suitability as a tenant.
- You certify that you are approving the RentPrep report for the purpose of sharing it with a prospective landlord regarding your rental application.

Credit report and background check functionalities are provided by RentPrep and/or third-party credit reporting agencies and may not be available at all times or for all users due to reasons beyond our control. If you encounter issues with ordering, approving, or viewing reports, contact the requester directly or reach out to us at info@helmpmsoftware.com for assistance.

We are not a credit bureau and do not control the content of credit reports, except as described for opt-in rental payment reporting. We are not responsible for the content or accuracy of any credit or background check report. Reports may contain incorrect or incomplete information and should not replace thorough review and independent verification of rental application information. To dispute inaccuracies, contact us at info@helmpmsoftware.com or TransUnion at TURSSDispute@transunion.com or 1-833-458-6338.

You understand and acknowledge that Helm Property Management is an affiliate of RentPrep. As such, we receive affiliate compensation for each tenant screening purchased through RentPrep. You acknowledge that the use of RentPrep is not required and is only provided to you as a service to you in order to streamline your tenant screening process. You are free to choose and pay for other third-parties tenant screening services outside of our Site.

Payments

We provide links on our Site to third-party payment providers so you can make or receive payments. We are not involved in the payment transactions between users (e.g., between tenants and landlords); we do not take custody of funds exchanged between users, and we are not responsible for how recipients use payments made through the Site.

While making or receiving payments through our third-party payment providers, you must ensure that all bank account, and ACH information details are current and accurate. Authorizations for recurring automatic payments will remain in effect until canceled. Either party in a recurring payment transaction can cancel the recurring payments at any time by contacting the payment recipient directly or by using the cancellation option in their account on the third-party payment provider website. However, if a current transaction is in process, it will be completed before recurring payments are canceled. You are solely responsible for any payment transactions processed through our third-party payment providers, whether ACH or credit card payments. You agree to hold harmless and indemnify Helm Property Management for any issues arising due to your use of our third-party payment processors, including, but not limited to delays in funds availability, declined funding requests, returned payments, chargebacks, fraudulent payment requests, or data breaches associated with our third-party payment processors.

We use Payload to process online ACH payment transactions. By using this feature, you agree to adhere to the Payload Terms of Service, which can be reviewed at <https://payload.com/terms>. These terms may be updated periodically, so you should review it before using the payment features and periodically thereafter.

We use Helcim to process online credit card payment transactions. By using this feature, you agree to the Helcim Terms and Conditions and Acceptable Use policies, which can be reviewed at www.helcim.com. These terms and policies may be updated periodically, so you should review them before using the payment features and periodically thereafter.

By providing your banking, or other payment information, you authorize us to use and disclose it to Payload, Helcim or other payment gateway providers to process payments you authorize through the Site. Payment gateway providers may aggregate your information for other purposes but will not disclose personal information unless required by law.

If a payment through one of our third-party payment providers fails to complete or is rejected due to insufficient funds (NSF), you may incur late fees, penalties, or an NSF fee. You are responsible for correcting the non-payment by initiating a new transaction, paying any assessed fees or penalties, and settling any NSF charges. If a payment does not successfully complete, the intended recipient may seek payment from you via the third-party payment providers or other means.

If you receive a payment through one of our third-party payment providers that is reversed, charged back, or disputed, you authorize our third-party payment providers to reverse or debit the funds from your account. If the third-party payment provider cannot recover sufficient funds from your account, you agree to promptly pay the amount upon their request.

If Helm Property Management or one of its third-party payment providers receives a dispute notice from a bank or credit card company regarding a payment, we or they may reverse the charge based on the dispute notice alone. Helm Property Management reserves the right to disable accounts for excessive reversals, chargebacks, or disputes as reported to us by our third-party payment providers.

Unpaid reversals, chargebacks, or disputed amounts may be sent to a collections agency. Accounts with unresolved issues may be closed. You agree to our right to investigate transactions for fraud and to cooperate with our investigation. We reserve the right to seek reimbursement from you for any fraudulent, erroneous, or duplicate transactions, or chargebacks and reversals. Reimbursement may be obtained by charging your account, deducting from future transactions, or other lawful means, including collection agencies. Failure to pay required amounts may result in account termination.

WE ARE NOT A COLLECTION AGENCY AND DO NOT GUARANTEE PAYMENT BY ANY THIRD PARTY, NOR DO WE ASSUME THE RISK OF NONPAYMENT FOR ANY TRANSACTIONS MADE THROUGH THE SITE.

Disclaimer

THE SITE, ITS CONTENT, AND ALL THE MATERIALS ARE “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OR GUARANTEE. YOU ACCESS THE SITE AT YOUR OWN RISK UNDERSTANDING THAT HELM PROPERTY MANAGEMENT SOFTWARE LLC DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. HELM PROPERTY MANAGEMENT SOFTWARE LLC WILL NOT BE RESPONSIBLE FOR OR LIABLE FOR ANY DAMAGE THAT MAY ARISE FROM YOUR USE OF THIS SITE. HELM PROPERTY MANAGEMENT SOFTWARE LLC DISCLAIMS ANY AND ALL WARRANTIES PERTAINING TO THE ACCURACY AND USEFULNESS OF THE MATERIALS, CONTENT, SOFTWARE, OR SERVICES PROVIDED VIA THE SITE. HELM PROPERTY MANAGEMENT SOFTWARE LLC MAKES NO PROMISES OR REPRESENTATIONS THAT OUR SOFTWARE IS FREE FROM VIRUSES, MALWARE, OR ANY OTHER HARMFUL COMPONENTS, OR THAT THE SITE WILL BE AVAILABLE WITHOUT INTERRUPTION.

THIS SECTION APPLIES TO YOU TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW.

Limitation of Liability

TO THE MAXIMUM EXTENT PROVIDED BY APPLICABLE LAW, HELM PROPERTY MANAGEMENT SOFTWARE LLC DOES NOT ACCEPT LIABILITY FOR LOSS OR DAMAGE OF ANY KIND, BE IT DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, ACTUAL, PUNITIVE, OR OTHERWISE, WHETHER IT ARISES FROM PERSONAL INJURY, FINANCIAL LOSS, DATA LOSS, OPPORTUNITY LOSS, THIRD-PARTY USE OR MISUSE, AGGREGATE SERVICE, PERSONAL DISSATISFACTION, OR ANY OTHER DAMAGE RESULTING FROM YOUR USE OF THE SITE. THE FULL ASSUMPTION OF RISK AND THEREFORE RESPONSIBILITY LIES WITH YOU, THE USER AND VISITOR. HELM PROPERTY MANAGEMENT SOFTWARE LLC, ITS DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBSIDIARIES, ASSIGNORS, AND LICENSORS WILL NOT BE HELD LIABLE IN ANY EVENT. FOR JURISDICTIONS IN WHICH STATUTORY LAW PROHIBITS THE LIMITATION OF CERTAIN TYPES OF LIABILITY RELATED TO THE GROSS NEGLIGENCE OF A PARTY, HELM PROPERTY MANAGEMENT SOFTWARE LLC’S LIABILITY IS LIMITED TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW.

Indemnification

You agree to indemnify and hold harmless Helm Property Management Software LLC, its directors, shareholders, employees, representatives, agents, subsidiaries, assignors, and licensors from and against any lawsuits, disputes, claims, proceedings, demands, costs, or expenses related to or stemming from any use of the Site or your breach of these Terms and any other policies incorporated into this agreement.

Choice of Law

These Terms and any disputes arising from the use of THE SITE are governed by and construed according to the law of the state of Utah. Each party agrees to submit to the courts of the state of Utah and that the state of Utah has personal jurisdiction over the matter.

Dispute Resolution

We believe that it is beneficial to all parties to quickly resolve any potential disputes as efficiently and cost-effectively as possible. In line with this belief, you agree that any disputes arising from your use of the Site will be handled and resolved according to the provisions of these Terms, unless otherwise explicitly stated. If a dispute arises, you agree to first contact us and attempt to resolve any such issues informally. If informal attempts fail, you agree to submit any claim, dispute, or controversy to binding arbitration.

YOU AGREE TO WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL YOU MAY HAVE IN ANY AND ALL JUDICIAL PROCEDURES AND PROCEEDINGS RELATED TO ANY DISPUTE ARISING FROM YOUR USE OF THE SITE UNDER THESE TERMS.

ALL PARTIES WAIVE THEIR RIGHTS TO PRESENT CLAIMS IN A CLASS ACTION SUIT.

Fair Housing Act

IF YOU ARE A LANDLORD OR OTHERWISE SUBJECT TO THE FAIR HOUSING ACT, YOU ARE FULLY RESPONSIBLE FOR COMPLYING WITH THE FAIR HOUSING ACT (see <https://www.justice.gov/crt/fair-housing-act-1>) AND ANY RELEVANT STATE OR LOCAL LAWS. WE RECOMMEND CONSULTING WITH LEGAL COUNSEL TO ENSURE COMPLIANCE WITH THESE LAWS. UNDER NO CIRCUMSTANCES WILL WE OFFER GUIDANCE ON COMPLIANCE OR ASSUME LIABILITY FOR FAIR HOUSING ACT OR OTHER HOUSING LEGAL COMPLIANCE.

United States Restriction

Our operations are based in the state of Utah, United States. The Site is intended solely for use by individuals located within the United States. We do not assert that the Site or any of its content is accessible or suitable for use outside the United States. Access to the Site may be restricted or prohibited in certain jurisdictions. If you choose to access the Site from outside the United States, you do so at your own risk and are responsible for adhering to local laws.

Severability

If any portion of these Terms is deemed unenforceable, void, or invalid for any reason, the remaining provisions of these Terms will remain unaffected and will not be considered unenforceable, void, or invalid. They will maintain the full force of law to the extent possible.

Changes to These Terms

We may update these Terms from time to time. If any updates are made to these Terms, they will be posted here. Additionally, if material changes are made, we will notify you via a notice posted on the Site, and registered users will receive an additional email. Please check this page frequently for updates.

Contact Us

If you have any questions, comments, or concerns about these Terms or our services, please contact us via email at info@helmpmssoftware.com, or by mail at 1103 W 275 S, Layton, UT 84041.

Effective Date: August 1, 2024