

## HILOTOOLS TERMS AND CONDITIONS

**Effective Date (DD/MM/YY):** 10/03/2025

**Applicable to:** [www.hilootools.com](http://www.hilootools.com)

**Operator:** HiloTools Inc. (Delaware, United States) and, where applicable, HiloTools S.A.S. (Colombia)

These Terms and Conditions ("Terms") govern access to and use of the website [www.hilootools.com](http://www.hilootools.com) (the "Website"), including all content, materials, functionalities, forms, communications, software interfaces, and services made available through the Website by HiloTools Inc. ("Hilo", "we", "our", or "us").

By accessing, browsing, submitting information through, or otherwise using the Website, you acknowledge that you have read, understood, and agree to be legally bound by these Terms. If you do not agree, you must refrain from using the Website.

### 1. CORPORATE IDENTIFICATION

The Website is operated by:

#### **HiloTools Inc.**

A corporation incorporated under the laws of the State of Delaware, United States.

For certain projects, services, invoicing structures, or regional operations, services may also be delivered through:

#### **HiloTools S.A.S.**

A corporation duly organized under the laws of Colombia.

The contracting entity applicable to each engagement shall be expressly identified in the relevant proposal, term sheet, service order, statement of work, or executed agreement.

### 2. PURPOSE OF THE WEBSITE

The Website is intended to provide general information regarding Hilo's technology, capabilities, products, methodologies, service models, and commercial offerings, including but not limited to:

- AI-based operational intelligence systems
- Financial reporting platforms
- Workflow automation tools
- Data normalization systems
- Dashboard environments
- Document intelligence modules
- Predictive analytical infrastructure
- Custom enterprise software implementations
- Internal decision-support systems

The Website does not itself constitute a binding commercial offer unless expressly stated otherwise.

Any technical description, service illustration, use case, feature list, client reference, visual interface, or demonstration shown on the Website is informational and may evolve without prior notice.

### **3. NO PROFESSIONAL ADVICE**

All information published on the Website is provided exclusively for general informational purposes.

Nothing contained on the Website constitutes:

- legal advice
- financial advice
- accounting advice
- tax advice
- investment advice
- regulatory advice
- fiduciary advice

Users must not rely on Website content as a substitute for professional consultation.

Any implementation involving legal, tax, accounting, compliance, or regulated decision-making requires independent professional assessment by qualified advisors.

### **4. ELIGIBILITY**

You may use the Website only if:

- you are legally capable of entering binding obligations under applicable law;
- you access the Website on behalf of yourself or a duly authorized entity;
- your use complies with all laws applicable in your jurisdiction.

If you access the Website on behalf of a company, institution, or organization, you represent that you possess authority to bind such entities.

### **5. INTELLECTUAL PROPERTY RIGHTS**

All content contained on the Website is the exclusive property of Hilo or its licensors, including without limitation:

- Source concepts, software logic, proprietary methodologies, text, architecture diagrams, visual assets, interfaces, workflow structures, reports, models, prompts, algorithms, taxonomies, product names, trade names, trademarks, internal frameworks, design systems, graphics, documentation.

All rights are reserved.

No content may be copied, reproduced, distributed, modified, reverse engineered, extracted, or reused without prior written authorization.

### **6. PROPRIETARY TECHNOLOGY RESERVATION**

Unless expressly agreed otherwise in writing, Hilo retains exclusive ownership over all underlying proprietary components used in any client solution, including:

- Reusable modules, core engines, connectors, libraries, AI orchestration logic, data transformation methods, internal prompts, category structures, architecture layers, templates, APIs, reusable code.

For avoidance of doubt:

Client-specific deliverables do not transfer ownership of Hilo's core intellectual property. Only expressly identified deliverables may be licensed under separate contract.

## **7. WEBSITE LICENSE**

Users are granted a limited, revocable, non-exclusive, non-transferable right to access the Website solely for lawful informational and commercial evaluation purposes.

Users may not:

- scrape Website content
- use automated bots without authorization
- mirror content
- probe infrastructure
- attempt unauthorized access
- interfere with Website integrity
- exploit technical vulnerabilities

## **8. ACCEPTABLE USE**

Users shall not use the Website:

- for unlawful purposes
- to distribute malware
- to test security without authorization
- to infringe third-party rights
- to upload harmful code
- to impersonate another person or entity
- to extract proprietary information

Any misuse may result in immediate restriction of access and legal action.

## **9. COMMERCIAL INQUIRIES AND SUBMISSIONS**

Any information submitted through contact forms, demos, intake forms, or communication channels may be used by Hilo to evaluate business opportunities.

Submission of information does not create:

- contractual relationship
- fiduciary duty
- confidentiality obligation
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Unless a separate NDA is executed, all submissions are treated as non-confidential.

Users should avoid submitting confidential or regulated information unless expressly requested under formal engagement.

## **10. DATA PROTECTION AND PRIVACY**

Personal data processed through the Website shall be handled in accordance with applicable privacy laws, Where applicable, Hilo processes personal data in accordance with applicable data protection laws and frameworks, including the General Data Protection Regulation (GDPR), the UK GDPR, the California Consumer Privacy Act as amended by the California Privacy Rights Act (CCPA/CPRA), Colombian data protection law, and any other applicable local regulations.

Personal data processed by Hilo may include, as applicable, name, email address, company name, business contact details, submitted inquiries, and technical metadata collected through the website, communications, or related digital interactions.

Such personal data may be processed for purposes including responding to inquiries, evaluating business opportunities, sending commercial communications, conducting analytics, and monitoring security.

## **11. CROSS-BORDER DATA TRANSFERS**

Because Hilo operates internationally, submitted data may be processed across multiple jurisdictions. Users acknowledge that personal data may be transferred to:

- United States
- Colombia
- cloud infrastructure providers in other jurisdictions

Such transfers shall rely on lawful transfer mechanisms where required.

## **12. AI-SPECIFIC DISCLAIMER**

Certain Hilo services involve artificial intelligence, machine learning, language models, automated extraction systems, predictive engines, and algorithmic outputs.

Accordingly:

- outputs may contain inaccuracies
- outputs require human review
- no AI-generated result should be treated as sole operational basis without validation

Hilo does not warrant that automated outputs are error-free.

Clients remain responsible for final business decisions.

## **13. NO GUARANTEE OF AVAILABILITY**

The Website is provided on an "as available" and "as is" basis.

Hilo does not guarantee:

- uninterrupted availability
- absence of technical interruptions
- continuous uptime
- compatibility with all systems

Website features may be modified, suspended, or withdrawn without notice.

#### **14. THIRD-PARTY TOOLS AND LINKS**

The Website may reference third-party services, providers, integrations, or platforms.

Hilo is not responsible for:

- third-party content
- third-party availability
- external privacy practices
- third-party contractual terms

Use of third-party services is governed by their own legal terms.

#### **15. LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, Hilo, its affiliates, officers, directors, employees, contractors, licensors, service providers, and agents shall not be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages of any kind, nor for any loss of profits, loss of revenue, loss of business opportunity, loss of goodwill, loss of reputation, loss or corruption of data, business interruption, procurement of substitute services, or any other intangible or economic loss, arising out of or relating to the access to, use of, inability to use, or reliance upon the Website, any content made available through the Website, or any linked third-party service, whether based in contract, tort, negligence, strict liability, statute, or any other legal theory, even if Hilo has been advised of the possibility of such damages or if any limited remedy fails of its essential purpose.

Without limiting the foregoing, Hilo shall have no liability for any damages, losses, or claims arising from or related to: (i) errors, omissions, inaccuracies, or incompleteness in Website content; (ii) interruptions, delays, unavailability, suspension, or discontinuance of the Website; (iii) viruses, malware, cyberattacks, unauthorized access, interception, or other security events affecting the Website or any user device or system; (iv) any acts, omissions, content, products, services, or conduct of third parties; (v) any decisions, actions, or omissions taken by any user in reliance on the Website; or (vi) any unauthorized use or misuse of the Website by any person.

To the fullest extent permitted by law, Hilo's total aggregate liability arising out of or relating to the Website, these Terms, or any user's access to or use of the Website shall in no event exceed the lesser of (a) one hundred United States Dollars (USD 100), or (b) the total amount, if any, actually paid by the user directly to Hilo solely for access to the Website in the twelve (12) months immediately preceding the event giving rise to the claim. The limitations set forth in this Section shall apply regardless of the form of action and shall survive any termination of access to the Website or these Terms.

#### **16. NO WARRANTY**

The Website is provided without warranties of any kind, whether express or implied, including:

- merchantability
- fitness for particular purpose
- non-infringement
- accuracy

- completeness

## **17. CYBERSECURITY RESERVATION**

Unauthorized penetration testing, security scanning, traffic manipulation, reverse engineering, or exploit attempts are strictly prohibited.

Any suspicious activity may be logged, monitored, and reported.

## **18. EXPORT CONTROL AND SANCTIONS**

Users may not use the Website or any downloadable material in violation of:

- U.S. export control laws
- sanctions regulations
- embargo restrictions

Users represent that they are not located in restricted jurisdictions prohibited by applicable law.

## **19. CONFIDENTIALITY OF FUTURE COMMERCIAL DISCUSSIONS**

Commercial conversations initiated through the Website remain non-binding unless formal documents are executed.

Any confidentiality obligation arises only through signed written agreement.

## **20. GOVERNING LAW**

For Website use, these Terms shall be governed by Delaware law unless mandatory law requires otherwise.

Any dispute shall be resolved through: First: good faith negotiation. Second: confidential arbitration or competent courts as determined by Hilo

Commercial agreements may define different governing law separately.

## **21. MODIFICATIONS**

Hilo may update these Terms at any time.

Updated versions become effective upon publication.

Users are responsible for reviewing current versions periodically.

## **22. CONTACT**

Legal inquiries may be addressed to:

[contact@hilotools.com](mailto:contact@hilotools.com)

## **23. ENTIRE WEBSITE RELATIONSHIP**

These Terms govern exclusively Website access.

Separate service delivery always requires:

- proposal

- term sheet
- statement of work
- service agreement
- implementation agreement
- maintenance agreement
- licensing instrument

where applicable.

## **24. SURVIVAL**

The following provisions survive termination of Website use:

- intellectual property
- liability limitations
- confidentiality reservations
- governing law
- dispute resolution

## **25. LANGUAGE**

These Terms are drafted in English for international uniformity.

Any translation is informational only.

The English version prevails.