

HELISITE.COM

Terms of Service

Effective Date: 20 March 2026

Last Updated: 20 March 2026

These Terms of Service (“Terms”) govern access to and use of Helisite.com (the “Service”), a software-as-a-service platform operated by Borealis360 Limited, a company registered in England and Wales (Company Number: 16661228) (“Borealis360”, “we”, “us”, “our”).

By creating an account, accessing, or using the Service, you agree to be legally bound by these Terms. If you do not agree, you must not use the Service.

1. DEFINITIONS

- “Account” means a registered user account for accessing the Service.
- “Authorised User” means any individual authorised by the User to access the Service under the User’s subscription.
- “User”, “you”, or “your” means the individual or legal entity entering into these Terms.
- “User Data” means all data, content, and information submitted, uploaded, or generated by the User within the Service.
- “Subscription” means the paid plan under which the Service is accessed.

2. SERVICE DESCRIPTION AND REGULATORY POSITIONING

2.1 Service Description

Helisite is a cloud-based digital platform designed to assist helicopter operators and related organisations with administrative and record-keeping functions relating to landing sites, including but not limited to:

- Site surveys and metadata
- Dimensions and surface characteristics
- Hazards and obstacles (as recorded by users)
- Usage logs and history
- Exportable datasets for third-party systems

2.2 Non-Operational, Non-Regulated Use

The Service is provided solely as a non-operational, administrative, and informational support tool.

The Service does not constitute, and must not be treated as:

- Operational data under UK or EASA Air Operations regulations
- Aeronautical data subject to data quality, integrity, assurance, or traceability requirements
- Information approved, accepted, or overseen by the UK Civil Aviation Authority (CAA), EASA, or any competent authority

The Service is outside the scope of:

- Regulation (EU) No 965/2012 (Air Operations)
- UK retained EASA regulations
- Any Safety Management System (SMS) credit or assurance

2.3 Explicit Exclusion from Aeronautical Information and Operational Systems

Helisite is not and does not claim to be:

- An Aeronautical Information Service (AIS) or data originator
- A source of “authoritative” aeronautical data
- A system meeting AMC/GM data quality, integrity, accuracy, or timeliness standards
- A system intended for use in compliance demonstration, operational manuals, or regulatory submissions

3. AVIATION SAFETY, AND REGULATORY DISCLAIMER

3.1 No Safety-Critical Function

The Service performs no safety-critical function and is not designed, developed, validated, or maintained in accordance with:

- DO-178C / ED-12C
- ED-153 / ED-76
- EASA or CAA software assurance or safety-related system standards

Accordingly, the Service must not be used to support or inform:

- Flight safety decisions
- Navigation or obstacle clearance
- Performance calculations
- Operational flight planning
- Compliance with any operational, airworthiness, or safety regulation

3.2 User-Generated Information and Absence of Data Assurance

All information within the Service is entirely user-generated.

Borealis360:

- Does not verify, validate, cross-check, audit, or assure User Data
- Does not perform data integrity, plausibility, or safety assessments
- Does not act as a data originator, data manager, or accountable entity

No representation is made regarding the accuracy, completeness, integrity, timeliness, or fitness for purpose of any data.

3.3 Allocation of Operational and Regulatory Responsibility

You acknowledge and agree that:

- You remain the sole accountable entity for aviation safety decisions
- You retain full responsibility for compliance with:
 - Applicable CAA / EASA regulations
 - Your own Operations Manual, SMS, and risk assessments
 - Independent verification against authoritative and approved sources is mandatory

Use of the Service does not reduce, transfer, or mitigate any regulatory, safety, or operational responsibility.

4. ACCOUNT REGISTRATION AND SECURITY

You must provide accurate, complete, and current information when creating an Account.

4.2 Responsibilities

You are responsible for:

- All activity under your Account

- Maintaining confidentiality of login credentials
- Ensuring Authorised Users comply with these Terms

4.3 Termination

We may suspend or terminate Accounts where misuse, security risk, or breach is suspected.

5. SUBSCRIPTIONS, FEES, AND PAYMENT

Access to the Service requires an active paid Subscription.

5.1 Fees:

- Are charged in advance on a recurring basis
- Are exclusive of VAT unless stated otherwise
- Are non-refundable except where required by law

5.2 Amendments

We may amend pricing with reasonable prior notice.

5.3 Cancellation

Failure to pay may result in suspension or termination of access.

6. INTELLECTUAL PROPERTY

6.1 Our IP

All intellectual property rights in the Service, including software, design, trademarks, and documentation, belong to Borealis360 or its licensors.

6.2 Licence

We grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Service during your Subscription, subject to these Terms.

6.3 User Data Ownership

You retain full ownership of all User Data. We claim no ownership rights in User Data.

7. DATA PROCESSING AND PRIVACY

7.1 Data Processing

We process personal data in accordance with:

- UK GDPR
- Data Protection Act 2018

7.2 Components

The Privacy Policy, Data Processing Agreement, and Cookie Policy form part of these Terms.

7.3 Roles:

- You are the Data Controller
- Borealis360 is the Data Processor

8. DATA EXPORTS, INTERFACES, AND DOWNSTREAM USE

8.1 DATA EXPORTS

The Service may permit export of User Data or technical integration with third-party systems.

Any exported data:

- Loses any contextual controls applied within the Service
- May be altered, transformed, or misinterpreted downstream
- Is not validated for operational or safety-related use

8.2 RISK CONTROL

You are solely responsible for:

- Assessing downstream risks
- Validating suitability before any operational use
- Ensuring exported data is not used in a manner contrary to aviation regulations

9. ACCEPTABLE USE (REGULATORY-ALIGNED LANGUAGE)

You must not:

- Use the Service as part of an approved Operations Manual, exposition, or compliance system
- Represent the Service as “approved”, “authoritative”, or “regulatory-compliant”
- Integrate the Service into safety-critical or operational decision-making processes

- Use the Service in a way that could reasonably create aviation safety risk
- Access or attempt to access other users' data
- Reverse engineer, decompile, or interfere with the Service
- Copy, scrape, or redistribute Service data
- Use the Service unlawfully
- Introduce malware or disrupt performance

10. SERVICE AVAILABILITY AND SUPPORT

We aim for high availability but do not guarantee uninterrupted service.

Planned maintenance may affect availability.

Support is provided via email during UK business hours, subject to the Support Policy.

11. DATA RETENTION AND TERMINATION

11.1 Termination

You may terminate your Subscription at any time.

Upon termination:

- Access will cease
- User Data may be retained for up to 90 days
- Backup systems may retain data for a limited additional period

You are responsible for exporting data prior to termination.

12. LIMITATION OF LIABILITY

12.1 LIMITATION

To the fullest extent permitted by law:

- The Service is provided “as is” and “as available”
- We exclude all implied warranties
- We are not liable for indirect or consequential losses

12.2. LIMITATION— AVIATION CONTEXT

Without limiting the foregoing, Borealis360 expressly excludes liability for any loss, damage, or claim arising from:

- Aviation incidents or accidents
- Operational decisions informed directly or indirectly by the Service
- Regulatory non-compliance
- Misinterpretation or misuse of User Data

This allocation of risk reflects the non-operational nature of the Service.

12.3 Liability

Our total aggregate liability shall not exceed the fees paid by you in the preceding 12 months.

Nothing excludes liability for death or personal injury caused by negligence.

13. INDEMNITY

You agree to indemnify and hold harmless Borealis360 against all claims arising from:

- Misuse of the Service
- Inaccurate or unsafe User Data
- Breach of these Terms

14. SUSPENSION AND TERMINATION

We may suspend or terminate access immediately if:

- These Terms are breached
- Use poses legal, security, or safety risk

Termination does not affect accrued rights or liabilities.

15. FORCE MAJEURE

We are not liable for failure or delay caused by events beyond reasonable control, including outages, natural disasters, or government action.

16. CHANGES TO THE TERMS

We may update these Terms from time to time. Continued use after changes take effect constitutes acceptance.

17. GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

18. CONTACT

Borealis360 Limited

Email: support@helisite.com

Registered in England and Wales (16661228)