

Heata Customer Agreement: Compute Services

Last updated: Jan 2026

Background.

This Customer Agreement (the "Agreement") outlines the terms and conditions governing your use and access to the Services (as defined below). It represents a legal contract between Bit Warmer Limited (referred to as "Heata," "we," "us," or "our") and either you personally or the entity you represent ("you" or "your"). This Agreement becomes active once you click "I Accept," check a box indicating your agreement, or use any of the Services (whichever comes first, the "Effective Date"). By agreeing, you confirm that you are legally capable of entering into this Agreement, and if representing an entity, you assure us that you have the authority to bind that entity to these terms.

1. Heata's Obligations

- 1.1. General Access. You are granted permission to access and use the Services under this Agreement and the accompanying Service Level Agreement.
- 1.2. Data Protection. You agree to allow the transfer and storage of your data within the Heata network. We will only access or use your data when necessary to provide or maintain the Services, or to comply with legal obligations or orders from government authorities. We will not (a) disclose your data to any government or third party or (b) move your data outside of the UK except when required by law or a binding government order. If permitted by law, we will notify you of any such legal requirements or orders. Your account information will be handled according to Heata's Privacy Notice, and by using the Services, you consent to this use.
- 1.3. Service Changes. We may update or discontinue parts of the Services periodically. If we plan to remove a significant feature that you are currently using, we will provide at least 6 months' notice. However, if the discontinuation is necessary due to an emergency (e.g. security issue), legal claims, or compliance with laws, we may not be able to provide this notice.
- 1.4. Service Level Agreement Updates. We may modify, discontinue, or introduce new Service Level Agreements, but we will give you at least 90 days' notice if any changes negatively affect you.
- 1.5. Security Measures. Heata will put in place reasonable and appropriate safeguards to help protect your data from accidental or unlawful loss, unauthorised access, or disclosure.

2. Your Responsibilities

- 2.1. **Account Management.** You must comply with this Agreement and all relevant laws and regulations when using the Services. You must appoint an Account Manager with up-to-date contact information and payment details. You are responsible for all activities under your account (save support, or other activities, by heata employees or third parties under the instruction of heata), whether these actions are taken by you, your employees, or third parties (including contractors, agents, or End Users). We and our affiliates are not responsible for unauthorised access to your account.
- 2.2. **Your Data.** You are responsible for the content you upload or create using the Services. It is your duty to ensure that your data and its use by you or your End Users do not breach any applicable laws or policies.
- 2.3. **Securing and Backing Up Your Data.** You are responsible for configuring and using the Services properly and for taking steps to secure, protect, and back up your accounts and data. This may include using encryption (over and above that which is applied by default by heata) to prevent unauthorised access and regularly archiving your data.
- 2.4. **Account Credentials.** Log-in details and private keys generated by the Services are meant for your internal use only. You are not allowed to sell, transfer, or sublicense them, except to agents or subcontractors working on your behalf.
- 2.5. **Responsibility for End Users.** You are accountable for any actions taken by anyone you permit or assist in using the Services or accessing your content. You must ensure that End Users comply with the obligations in this Agreement. If you become aware of any End User violating this Agreement, you must immediately suspend their access to your content and the Services. We do not provide support to End Users unless we have a separate agreement with you or the End User requiring us to do so.

3. Term, Termination & Suspension

- 3.1. **Duration.** This Agreement starts on the Effective Date and remains in effect until terminated as specified in this section. Any notice of termination must include a termination date that complies with the notice periods in this Agreement.
- 3.2. **Suspension of Services.** We may suspend your or any End User's access to all or part of the Services immediately if we determine that:
 - 3.2.1. You or an End User has significantly breached this Agreement;
 - 3.2.2. You have failed to meet your payment obligations;
 - 3.2.3. Your or an End User's use of the Services poses a security risk to the Services or third parties;

- 3.2.4. Your or an End User's use of the Services could negatively impact our systems, the Services, or other customers' data or systems;
 - 3.2.5. Your or an End User's use of the Services could expose us, our affiliates, or third parties to liability or fraud;
 - 3.2.6. You have ceased normal operations, made an assignment for the benefit of creditors, or become subject to bankruptcy, reorganisation, liquidation, or similar proceedings.
- 3.3. Fees During Suspension. If your access to the Services is suspended:
- 3.3.1. You remain responsible for all fees and charges incurred during the suspension;
 - 3.3.2. You will not be eligible for any service credits under the Service Level Agreement for the duration of the suspension.
- 3.4. Termination for Convenience. You can terminate this Agreement at any time by notifying us and closing your account for all Services where an account closure mechanism is available. We may terminate this Agreement for any reason by giving you at least 30 days' notice.
- 3.5. Termination for Cause
- 3.5.1. By Either Party. Either party may terminate this Agreement if the other party fails to resolve a significant breach within 30 days of receiving notice.
 - 3.5.2. By Us. We may also terminate this Agreement immediately if:
 - 3.5.2.1. The issue leading to a suspension cannot be resolved, or has not been resolved within 30 days of the suspension;
 - 3.5.2.2. Our relationship with a third-party partner providing essential technology or services expires, ends, or requires changes to how we provide the Services;
 - 3.5.2.3. Legal requirements or government orders necessitate the termination.
- 3.6. Effect of Termination
- 3.6.1. General. Upon termination:
 - 3.6.1.1. All rights granted under this Agreement will immediately cease;
 - 3.6.1.2. You will remain responsible for all fees and charges incurred before the termination date, as well as any charges during the post-termination period;
 - 3.6.1.3. You must promptly return or destroy all Heata content in your possession if instructed by us.

3.6.2. Post-Termination. Unless we terminate your use of the Services pursuant to Section 3.5.2.1, during the 30 days following the Termination Date:

3.6.2.1. we will not take action to remove from the Heata systems any of Your Content as a result of the termination; and

3.6.2.2. we will allow you to retrieve Your Content from the Services provided you have paid all amounts due under this Agreement.

If you continue to use the Services after the termination date, this Agreement will continue to apply, and you will be charged the applicable fees.

4. Fees and Payments

4.1. Payment of Fees. We will calculate and bill fees on a monthly basis. You must pay the applicable fees using one of the supported payment methods. All payments under this Agreement must be made in full without any deductions. Fees for any new Service or feature will take effect when posted on our website, unless stated otherwise. We may increase fees for existing Services with at least 30 days' notice. Late payments may incur interest at 1.5% per month, accrued daily. If your account is suspended or terminated, we may choose not to bill you for fees during the suspension unless your account is reinstated.

4.2. Taxes. Each party is responsible for identifying and paying all taxes, government fees, and charges, including any penalties, interest, and additional costs related to their transactions under this Agreement.

5. Intellectual Property and Proprietary Rights

5.1. Ownership of Your Data. Except as provided in this section, we do not claim any rights to your content. You consent to our use of your content solely for the purpose of providing the Services to you and your End Users.

5.2. Warranties Regarding Your Content. You represent and warrant that: (a) you or your licensors own all rights to your content and suggestions; (b) you have the rights necessary to grant the permissions outlined in this Agreement; and (c) neither your content nor its use by your End Users will violate any applicable laws or policies.

5.3. Use Restrictions. Neither you nor your End Users may use the Services for any purpose or in any manner other than what is expressly permitted by this Agreement.

6. Indemnification

- 6.1. General Indemnity. You agree to defend, indemnify, and hold harmless us, our affiliates, and licensors, along with their respective employees, officers, directors, and representatives, from any losses resulting from third-party claims related to: (a) your or your End Users' use of the Services; (b) your violation of this Agreement or applicable law; or (c) disputes between you and any End User. You will also reimburse us for reasonable legal fees and costs associated with such claims.

7. Limitation of Liability

- 7.1. Disclaimer of Liability. Except for payment obligations under Section 4, neither Heata nor you, nor any of their affiliates or licensors, will be liable to the other for any indirect, incidental, special, consequential, or exemplary damages, or for loss of profits, revenue, customers, opportunities, or goodwill, even if advised of the possibility of such damages. Additionally, neither party will be liable for any unavailability of the Services or Heata content.
- 7.2. Cap on Damages. Except for payment obligations under Section 4, the total liability of either Heata or you, along with any of their affiliates or licensors, under this Agreement will not exceed the total amount paid by you to Heata for the Services that gave rise to the liability in the 12 months prior to the incident. This limitation does not affect your obligation to pay for your use of the Services as outlined in Section 4 or any other payment obligations under this Agreement.

8. Additional Provisions

- 8.1. Assignment of Agreement. You may not assign or transfer this Agreement or any of your rights or obligations without our prior written consent. We may assign this Agreement without your consent (a) in connection with a merger, acquisition, or sale of all or substantially all of our assets, or (b) to an affiliate or as part of a corporate reorganisation. Upon such assignment, the assignee will replace Heata as a party to this Agreement, and Heata will be released from all obligations and responsibilities under this Agreement. This Agreement will be binding on and benefit the parties and their respective permitted successors and assigns.
- 8.2. Entire Agreement. This Agreement, including the Policies incorporated by reference, constitutes the entire agreement between you and us regarding the subject matter. It supersedes any prior or contemporaneous agreements, representations, or communications between you and us, whether written or verbal.
- 8.3. Force Majeure. Neither party nor any of their affiliates will be liable for delays or failures to perform any obligation under this Agreement if the delay or failure results from causes beyond their reasonable control, such as natural disasters, labour disputes, power outages, or acts of terrorism or war.

- 8.4. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of England and Wales. Both parties consent to the exclusive jurisdiction of the courts of England and Wales.
- 8.5. **Dispute Resolution.** Any disputes arising from your use of the Services or any products or services provided by Heata will be resolved in the courts of England and Wales, to whose jurisdiction you consent.
- 8.6. **Independent Contractors.** The relationship between you and us is that of independent contractors. This Agreement does not create a partnership, joint venture, agency, or employment relationship. Neither party nor their affiliates have the authority to bind the other.
- 8.7. **Notices**
- 8.7.1. **To You.** We may provide notice to you under this Agreement by sending a message to the email address associated with your account. It is your responsibility to keep your email address up to date. You are considered to have received any email sent to that address, whether or not you actually receive the email.
 - 8.7.2. **To Us.** To notify us under this Agreement, you must contact Heata by sending a message to techsupport@heata.co. We will be considered to have received any email sent to that address.
- 8.8. **No Waiver.** Our failure to enforce any provision of this Agreement will not constitute a waiver of that provision or any other provision. All waivers must be in writing to be effective.
- 8.9. **Severability.** If any part of this Agreement is found to be invalid or unenforceable, the remaining parts will remain in effect. Invalid or unenforceable parts will be interpreted to best reflect the original intent. If that is not possible, they will be severed, and the rest of the Agreement will continue in effect.

9. Modifications to the Agreement

- 9.1. We may modify this Agreement, including the Policies, at any time by posting a revised version on the Heata Website or by notifying you directly. The modified terms will become effective upon posting or as stated in the email. By continuing to use the Services after the modifications take effect, you agree to be bound by the modified terms.

Definitions.

“Account Information” means information about you that you provide to us in connection with the creation or administration of your Heata account - for example names, usernames, phone numbers, email addresses and billing information.

“Confidential Information” means all nonpublic information disclosed by us, our affiliates, business partners, or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

“Heata Content” means APIs, WSDLs, sample code, software libraries, command line tools, proofs of concept, templates, advice, information, programs (including credit programs) and any other Content made available by us and our affiliates related to use of the Services

“Content” means software (including machine images), data, text, audio, video, or images.

“End User” means any individual or entity that directly or indirectly through another user (a) accesses or uses Your Content, or (b) otherwise accesses or uses the Services under your account. The term “End User” does not include individuals or entities when they are accessing or using the Services or any Content under their own account, rather than under your account

“Losses” means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees).

“Privacy Notice” means the privacy notice located at <https://www.heata.co/company/legal>

“Service” means each of the services made available by us or our affiliates.

“Service Level Agreement” means the service level agreements available at <https://docs.heata.co/>

“Term” means the term of this Agreement described in Section 3.

“Termination Date” means the effective date of termination provided in a notice from one party to the other in accordance with Section 3.

“Third-Party Content” means Content made available to you by any third party in conjunction with the Services.

“Your Content” means Content that you or any End User transfers to us for processing, storage or hosting by the Services in connection with your Heata account and any computational results that you or any End User derive from the foregoing through their use of the Services.